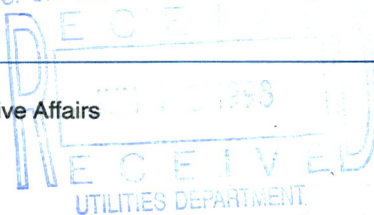8-291-C

**@ BELLSOUTH**

**Gregg F. Morton**
Vice President - Regulatory and Legislative Affairs

Suite 807
1600 Hampton Street
Columbia, South Carolina 29201
803 733-6300
FAX 803 771-4680

June 8, 1998

S. C. PUBLIC SERVICE COMMISSION
RECEIVED
JUN 9 1998
RECEIVED
hand delivered

Mr. Charles W. Ballentine
Executive Director
South Carolina Public Service Commission
111 Doctors Circle
Post Office Box 11649
Columbia, South Carolina  29211
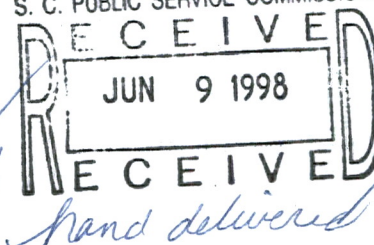
Re:    Approval of the Interconnection Agreement Negotiated by
       BellSouth Telecommunications, Inc. ("BellSouth") and
       Interpath Communications, Inc. pursuant to Sections 251,
       252 and 271 of the Telecommunications Act of 1996.

Dear Mr. Ballentine:

       Pursuant to Section 252(e) of the Telecommunications Act of
1996, BellSouth Telecommunications, Inc. ("BellSouth") and
Interpath Communications, Inc. are submitting to the South
Carolina Public Service Commission their negotiated agreement for
the interconnection of their networks, the unbundling of specific
network elements, and the resale of BellSouth's
telecommunications services to Interpath Communications, Inc.
The agreement was negotiated pursuant to sections 251, 252 and
271 of the Act.

       Pursuant to Section 252(e) of the Act, the Commission is
charged with approving or rejecting the negotiated agreement
between BellSouth and Interpath Communications, Inc. within 90
days of its submission. The Act provides that the Commission may
only reject such an agreement if it finds that the agreement or
any portion of the agreement discriminates against a
telecommunications carrier not a party to the agreement or the
implementation of the agreement or any portion of the agreement
is not consistent with the public interest, convenience and
necessity. Both parties represent that neither of these reasons
exist as to the agreement they have negotiated and, therefore,
are very hopeful that the Commission shall approve their
agreement.

                        Very truly yours,

                        Gregg F. Morton

GFM/nml
Enclosures

# INTERCONNECTION AGREEMENT
# BETWEEN BELLSOUTH TELECOMMUNICATIONS INC.
# AND INTERPATH COMMUNICATIONS, INC.

# TABLE OF CONTENTS

**General Terms and Conditions**
**Part A**

# AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Interpath Communications, Inc., a North Carolina corporation, and shall be deemed effective as of May 29, 1998. This agreement may refer to either BellSouth or Interpath or both as a "Party" or "Parties. "

## WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Interpath is an alternative local exchange telecommunications company ("CLEC") authorized to provide or is intending to become authorized to provide telecommunications services in the states of North Carolina and South Carolina; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Interpath agree as follows:

1.      **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, are intended to comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable Interpath to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Interpath will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers.

## 2. Term of the Agreement

2.1     The term of this Agreement shall be two years, beginning   May 29, 1998.

2.2     The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").  The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3     If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252.  The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement.  The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.  Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

## 3. Ordering Procedures

3.1     Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

3.2     BellSouth has developed electronic systems for placing most resale and some UNE orders.  BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable.  Charges for Operational Support Systems (OSS) shall

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be as set forth in this Agreement in Exhibit A of Attachment 1 and in Attachment 11.

4.    **Parity**

The services and service provisioning that BellSouth provides Interpath for resale will be at least equal in quality and timeliness to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide Interpath with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Interpath to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide Interpath with unbundled network elements, and access to those elements, that is at least equal in quality and timeliness to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide number portability to Interpath and their customers with minimum impairment of functionality, quality, reliability and convenience.

5.    **White Pages Listings**

BellSouth shall provide Interpath and their customers access to white pages directory listings under the following terms:

5.1    Listings. BellSouth or its agent will include Interpath residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Interpath and BellSouth subscribers.

5.2    Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Interpath or its subscribers provided that Interpath provides subscriber listing information to BellSouth at no charge.

5.3    Procedures for Submitting Interpath Subscriber Information. BellSouth will provide to Interpath a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Interpath will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

5.4    Unlisted Subscribers. Interpath will be required to provide to BellSouth the names, addresses and telephone numbers of all Interpath customers that wish to be omitted from directories.

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5.5     Inclusion of Interpath Customers in Directory Assistance Database.
        BellSouth will include and maintain Interpath subscriber listings in
        BellSouth's directory assistance databases at no charge. BellSouth and
        Interpath will formulate appropriate procedures regarding lead time,
        timeliness, format and content of listing information.

5.6     Listing Information Confidentiality. BellSouth will accord Interpath's
        directory listing information the same level of confidentiality that BellSouth
        accords its own directory listing information, and BellSouth shall limit
        access to Interpath's customer proprietary confidential directory
        information to those BellSouth employees who are involved in the
        preparation of listings.

5.7     Optional Listings. Additional listings and optional listings will be offered by
        BellSouth at tariffed rates as set forth in the General Subscriber Services
        Tariff, less the wholesale discount stated in Attachment 1, Exhibit A.

5.8     Delivery. BellSouth or its agent shall deliver White Pages directories to
        Interpath subscribers at no charge.

6.      **Bona Fide Request/New Business Request Process for Further
        Unbundling**

        BellSouth shall, upon request of Interpath, provide to Interpath access to
        its unbundled elements at any technically feasible point for the provision
        of Interpath's telecommunications service where such access is
        necessary and failure to provide access would impair the ability of
        Interpath to provide services that it seeks to offer. Any request by
        Interpath for access to an unbundled element that is not already available
        shall be treated as an unbundled element Bona Fide Request/New
        Business Request, and shall be submitted to BellSouth pursuant to the
        Bona Fide Request/New Business Request process set forth in
        Attachment 9.

7.      **Liability and Indemnification**

7.1     BellSouth Liability. BellSouth shall take financial responsibility for its own
        actions in causing, or its lack of action in preventing, unbillable or
        uncollectible Interpath revenues.

7.2     Liability for Acts or Omissions of Third Parties. Neither BellSouth nor
        Interpath shall be liable for any act or omission of another
        telecommunications company providing a portion of the services provided
        under this Agreement.

7.3        <u>Limitation of Liability</u>.

7.3.1      Each Party's liability to the other for any loss, cost, claim, injury or liability
           or expense, including reasonable attorney's fees relating to or arising out
           of any negligent act or omission in its performance of this Agreement
           whether in contract or in tort, shall be limited to a credit for the actual cost
           of the services or functions not performed or improperly performed.

7.3.2      <u>Limitations in Tariffs</u>. A Party may, in its sole discretion, provide in its
           tariffs and contracts with its customer and third parties that relate to any
           service, product or function provided or contemplated under this
           Agreement, that to the maximum extent permitted by applicable law, such
           party shall not be liable to customer or third Party for (I) any loss relating
           to or arising out of this Agreement, whether in contract, tort or otherwise,
           that exceeds the amount such party would have charged that applicable
           person for the service, product or function that gave rise to such loss and
           (ii) consequential damages. To the extent that a Party elects not to place
           in its tariffs or contracts such limitations of liability, and the other Party
           incurs a loss as a result thereof, such Party shall indemnify and reimburse
           the other Party for that portion of the loss that would have been limited
           had the first Party included in its tariffs and contracts the limitations of
           liability that such other Party included in its own tariffs at the time of such
           loss.

7.3.3      Neither BellSouth nor Interpath  shall be liable for damages to the other's
           terminal location, point of interconnection (POI) or other Party's
           customers' premises resulting from the furnishing of a service, including,
           but not limited to, the installation and removal of equipment or associated
           wiring, except to the extent caused by a Party's negligence or willful
           misconduct or by a Party's failure to properly ground a local loop after
           disconnection.

7.3.4      Under no circumstance shall a Party be responsible or liable for indirect,
           incidental, or consequential damages, including, but not limited to,
           economic loss or lost business or profits, damages arising from the use or
           performance of equipment or software, or the loss of use of software or
           equipment, or accessories attached thereto, delay, error, or loss of data.
           In connection with this limitation of liability, each Party recognizes that the
           other Party may, from time to time, provide advice, make
           recommendations, or supply other analyses related to the services, or
           facilities described in this Agreement, and, while each Party shall use
           diligent efforts in this regard, the Parties acknowledge and agree that this
           limitation of liability shall apply to provision of such advice,
           recommendations, and analyses.

7.4   Indemnification for Certain Claims. BellSouth and Interpath providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the other Party's customer arising from one Party's use or reliance on the other Party's services, actions, duties, or obligations arising out of this Agreement.

7.5   No liability for Certain Inaccurate Data. Neither BellSouth nor Interpath assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

7.6   Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

**8.    Intellectual Property Rights and Indemnification**

8.1   No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Interpath is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2   Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the

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other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3     Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of · such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4     Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

8.4.1   modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.4.2   obtain a license sufficient to allow such use to continue.

8.4.3   In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this agreement with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.5     Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use · by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued_use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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8.6     Exclusive Remedy.  The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

9.      **Treatment of Proprietary and Confidential Information**

9.1     Confidential Information.  It may be necessary for BellSouth and Interpath to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information").  All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time.  The Information shall not be copied or reproduced in any form.  BellSouth and Interpath shall receive such Information and not disclose such Information.  BellSouth and Interpath shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Interpath with a need to know such Information and which employees agree to be bound by the terms of this Section.  BellSouth and Interpath will use the same standard of care to protect Information received as  they would use to protect their own confidential and proprietary Information.  Notwithstanding the foregoing, preorders and all orders for services or unbundled network elements placed by Interpath pursuant to this Agreement, and information that would constitute proprietary network information of Interpath's end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Interpath's end user customers, whether disclosed by Interpath to BellSouth or otherwise acquired by BellSouth in the course of its performance of this Agreement, shall be deemed Information of Interpath for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

9.2     Exception to Obligation.  Notwithstanding the foregoing, there will be no obligation on BellSouth or Interpath to protect any portion of the Information that is: (1)  made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or Interpath; (2) lawfully obtained from any  source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

**10.**     <u>**Assignments**</u>

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

**11.**     <u>**Resolution of Disputes**</u>

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**12.**     **DELETED**

**13.**     <u>**Taxes**</u>

13.1     <u>Definition</u>. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2     <u>Taxes and Fees Imposed Directly On Either Seller or Purchaser.</u>

13.2.1     Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

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13.2.2    Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

13.3    Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

13.3.1    Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

13.3.2    To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.3.3    If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

13.3.4    In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.3.5    If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.3.6      Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.3.7      Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.4      <u>Taxes and Fees Imposed on Seller But Passed On To Purchaser.</u>

13.4.1      Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

13.4.2      To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.4.3      If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

13.4.4      In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible

for such payment and shall be entitled to the benefit of any refund or recovery.

13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party

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so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

### 15. Year 2000 Compliance

All software and related materials (collectively called "Software") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

### 16. Modification of Agreement

16.1    BellSouth shall make available to Interpath any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the Parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

16.2    No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

16.3    Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16.4    In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Interpath or BellSouth to perform any material terms of this Agreement, Interpath or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after

such notice, the dispute shall be referred to the dispute resolution procedure set forth in Section 11.

16.5    If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

## 17.    Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

## 18.    Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

## 19.    Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

## 20.    Notices

20.1    Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

CLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

5/15/98

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Interpath Communications, Inc.**

Charles Pittman
Suite 1860
2 Hanover Square
434 Fayetteville Street
Raleigh, North Carolina 27601

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2    Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3    For services available for resale, BellSouth shall provide Interpath 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of such services. To the extent that revisions occur between the time BellSouth notifies Interpath of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify Interpath of such revisions consistent with its internal notification process. Interpath may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. Interpath may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

**21.        Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22.     **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23.     **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24.     **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

**This agreement includes attachments with provisions for the following services:**

Unbundled Network Elements (UNEs)     Local Interconnection
Resale
Collocation

**The following services are included as options for purchase by Interpath.  Interpath shall elect said services by written request to its Account Manager:**

Optional Daily Usage File (ODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)

5/15/98

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

**BellSouth Telecommunications, Inc.**

_____
Signature

_____
Director
Title

_____
6/2/98
Date

**Interpath Communications, Inc.**

_____
Signature

_____
Executive VP & Chief Technology Officer
Title

_____
27TH May 1998
Date

5/15/98

## Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Centralized Message Distribution System** is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

**Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**Daily Usage File** is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to an CLEC.

**Enhanced Service** refers to services offered over common carrier transmission facilities used in interstate communications, which employ compute processing applications that act on the format, content, code protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information.

**Exchange Message Interface** is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

**Information Service** means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

**Intercompany Settlements (ICS)** is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

**Intermediary function** is defined as the delivery of traffic from Interpath ; a CLEC other than Interpath or another telecommunications carrier through the network of

BellSouth or Interpath to an end user of Interpath; a CLEC other than Interpath or another telecommunications carrier.

**Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") . The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not currently include traffic that originates from or terminates to an Enhanced Service Provider (ESP) or Information Service Provider. The parties agree that until the Commission, the FCC, or a court of competent jurisdiction determines, in a final and nonappealable order, whether Enhanced Service Provider and Information Service Provider traffic is within the definition of Local Traffic, such traffic shall be viewed as interstate traffic. The Parties will maintain billing records identifying all such Enhanced service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC, or the court becomes final and nonappealable.

**Message Distribution** is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

**Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

**Non-Intercompany Settlement System (NICS)** is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

**Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-

intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local , interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

**Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

**Revenue Accounting Office (RAO) Status Company** is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

**Service Control Points** ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

**Signal Transfer Points** ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

**Signaling links** are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Interpath designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

**Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

5/15/98

**Attachment 1**

**Resale**

# RESALE

## I. Discount Rates

The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

## II. Definition of Terms

A. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

B. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.

C. END USER means the ultimate user of the telecommunications services.

D. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

F. OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

G. RESALE means an activity wherein a certificated CLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as Reseller, may offer resold local exchange telecommunications service.

## III. General Provisions

A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

B. Reseller may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

1. Reseller must resell services to other end users.

2. Reseller must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams pursuant to Section 3 of General Terms and Conditions.

3. Reseller cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

C. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.

D. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

E. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

F. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

G. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.

H. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

I. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

K.  Service is furnished subject to the condition that it will not be used for any unlawful purpose.

L.  Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

M.  The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

N.  The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

O.  The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P.  The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

1.  Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2.  Cause damage to their plant;  ·

3.  Impair the privacy of any communications; or

4.  Create hazards to any employees or the public.

Q.  Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.

R.  Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S.  White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

T.  BellSouth will provide customer record information to Reseller provided Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.

1.- Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

2.  All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Reseller who utilize the services. Charges for use of Operational Support Systems (OSS) shell be as set forth in Exhibit A of this attachment.

U.  BellSouth will provide certain selected messaging services to Reseller for resale of messaging service without the wholesale discount.

V.    BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

W.    All costs incurred by BellSouth for providing services to Reseller that are not covered in the BellSouth tariffs shall be recovered from the Reseller(s) who utilize those services.

## IV.  BellSouth's Provision of Services to Reseller

A.    Reseller agrees that its resale of BellSouth services shall be as follows:

1.    The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2.    To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3.    Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4.    Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5.    If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

6.    The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

B.    Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C.    Reseller may resell services only within the specific resale service area as defined in its certificate.

D.    Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

E.    No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

## V. Maintenance of Services

A.    Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

B.    Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

C.    Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

D.    Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

E.    Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

F.    Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

G.    For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

H.    The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

I.    The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

## VI. Establishment of Service

A.   After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B.   Service orders will be in a standard format designated by the Company.

C.   When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D.   The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

E.   Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another CLEC for conversion of the end user's service from Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F.   If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. These charges can be adjusted if Reseller provides satisfactory proof of authorization.

G.   In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

1.   Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

2.   If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

3.   Such security deposit may not exceed two months' estimated billing.

4.   The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6. In the event that Reseller defaults on its account, service to Reseller will be terminated and any security deposits held will be applied to its account.

7. Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

## VII. Payment And Billing Arrangements

A. Prior to submitting orders to the Company for local service, a master account must be established for Reseller. The Reseller is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

1. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

2. If Reseller requests multiple billing media or additional copies of bills, the Company will provide these at an appropriate charge to CLEC-1.

3. **Billing Disputes**

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1. Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

   1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

   1.2. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

2. If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users.

**M.** In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

## VIII. Discontinuance of Service

**A.** The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of. Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

**B.** The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter.

3. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

4. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Reseller's noncompliance continues, nothing contained herein shall

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preclude BellSouth's right to discontinue the provision of the services to Reseller without further notice.

5.  If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller is solely responsible for notifying the end user of the proposed disconnection of the service.

6.  If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

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## APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

### DISCOUNT*

| STATE | RESIDENCE | BUSINESS |
|---|---|---|
| ALABAMA | 16.3% | 16.3% |
| FLORIDA | 21.83% | 16.81% |
| GEORGIA | 20.3% | 17.3% |
| KENTUCKY | 16.79% | 15.54% |
| LOUISIANA | 20.72% | 20.72% |
| MISSISSIPPI | 15.75% | 15.75% |
| NORTH CAROLINA | 21.5% | 17.6% |
| SOUTH CAROLINA | 14.8% | 14.8% |
| TENNESSEE** | 16% | 16% |

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

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**Exhibit A**

| | OPERATIONAL SUPPORT SYSTEMS (OSS) RATES | | | |
|---|---|---|---|---|
| | Interactive Ordering and Trouble Maintenance System | | OSS Order Charge (per end user account) | |
| | Non-Recurring Establishment Charge | Recurring Charge, per month | Charge per order | Surcharge for manually placed orders |
| ALABAMA | $100.00 | $50.00 | $10.80 | $22.00 |
| FLORIDA | $100.00 | $50.00 | $10.80 | $22.00 |
| GEORGIA | $200.00 | $550.00 per first 1000 electronic orders[1] $110.00 per each add'l 1000 electronic orders[1] | Note [2] | $22.00[3] Note[4] |
| KENTUCKY | $100.00 | $50.00 | $10.80 | $22.00 |
| LOUISIANA | $100.00 | $50.00 | $9.16 | $18.14 |
| MISSISSIPPI | $100.00 | $50.00 | $10.80 | $22.00 |
| NORTH CAROLINA | $100.00 | $50.00 | $10.80 | $22.00 |
| SOUTH CAROLINA | $100.00 | $50.00 | $10.80 | $22.00 |
| TENNESSEE | $100.00 | $50.00 | $10.80 | $22.00 |

[1] The Charge per order applies on a per end user account basis.

[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge per Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of orders.

[3] Applies to Resale only

[4] Applies to UNEs - Incremental cost for manual service order vs. electronic is assessed on an elemental basis as set forth in Attachment 11.

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**EXHIBIT B**
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| Type of Service | AL | | FL | | GA | | KY | | LA | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? |
| 1 Grandfathered Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 Contract Service Arrangements | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | Yes | Yes |
| 3 Promotions - > 90 Days | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 4 Promotions - < 90 Days | Yes | No | Yes | No | Yes | No | No | No | Yes | No |
| 5 Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | No | No | Yes | Yes |
| 6 911/E911 Services (See Note9) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | No |
| 7 N11 Services (See Note 9) | Yes | Yes | Yes | Yes | Yes | Yes | No | No | No | No |
| 8 AdWatch$^{SM}$ Svc (See Note 8) | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 MemoryCall® Service | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 10 Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 11 Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 12 Non-Recurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |

| Type of Service | MS | | NC | | SC | | TN | |
|---|---|---|---|---|---|---|---|---|
| | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? |
| 1 Grandfathered Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 Contract Service Arrangements | Note 5 | Note 5 | Note 6 | Note 6 | Yes | No | Yes | Yes |
| 3 Promotions - > 90 Days | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Note 3 |
| 4 Promotions - < 90 Days | Yes | No | No | No | Yes | No | No | No |
| 5 Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Note 4 |
| 6 911·E911 Services (See Note9) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 7 N11 Services (See Note 9) | No | No | No | No | Yes | Yes | Yes | Yes |
| 8 AdWatch$^{SM}$ Svc (See Note 8) | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 MemoryCall® Service | Yes | No | Yes | No | Yes | No | Yes | No |
| 10 Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No |
| 11 Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No |
| 12 Non-Recurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |

**Applicable Notes:**

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2 Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

3 In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
    (a) the stated tariff rate, less the wholesale discount;
    (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.

5 In Mississippi, all **Contract Service Arrangements** entered into by BellSouth or terminating after the effective date of the Commission Order ( 3/10/97) will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order (3/10/97) will not be available for resale.

6   In North Carolina, **Contract Service Arrangements** entered into by BellSouth before April 15, 1997, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.

7   Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

8   AdWatch[SM] Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service

9   Exclusions for **N11/911/E911** are also applicable to equipment associated with the service

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**Attachment 2**

**Unbundled Network Elements**

## TABLE OF CONTENTS

## ACCESS TO UNBUNDLED NETWORK ELEMENTS

1.        **Introduction**

1.1.1     BellSouth shall, upon request of Interpath, and to the extent technically feasible, provide to Interpath access to its unbundled network elements for the provision of Interpath's telecommunications service.

1.1.2     Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor.

1.1.3     Interpath may purchase unbundled Network Elements for the purpose of combining such Network Elements by Interpath in any manner that is technically feasible.

1.1.4     1.1.4        BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.1.5     BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

1.1.5.1   "Order Coordination" refers to standard BellSouth service order coordination. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Interpath advised. Order coordination for new service or non-physical conversions will be performed by BellSouth at non-scheduled intervals on the committed due date and Interpath advised. Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Interpath, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply.

1.1.5.2   "Order Coordination - Time Specific" refers to service order coordination in which Interpath requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order.

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## 2.    Unbundled Loops

2.1.1    BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

2.2    Definition

2.2.1    The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

2.2.2    The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space.

2.2.3    BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

2.2.4    The OC and EI feature will be provided as a chargeable option on SL1 loops. The OC feature will allow Interpath to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service for an average of less than 15 minutes. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.2.5    SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come with standard Order Coordination and a designed layout record (DLR).

2.2.6    BST will offer digital loops as Service Level One elements. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

2.2.7    As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow Interpath the ability to specify the time that the coordinated conversion takes place.

2.2.8    Interpath will be responsible for testing and isolating troubles on the unbundled loops. Once Interpath has isolated a trouble to the BST provided loop, Interpath will issue a trouble to BST on the loop. BST will take the actions necessary to repair the loop if a trouble actually exists. BST will repair these loops in the same time-frames that BST repairs loops to its customers.

2.2.9    If Interpath reports a trouble on SL1 loops and no trouble actually exists, BST will charge Interpath for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.

2.2.10   If Interpath reports a trouble on SL2 loops and no trouble actually exists, BST will charge Interpath for any dispatching and testing, (outside the CO) required by BST in order to confirm the loop's working status.

2.3    Technical Requirements

2.3.1    BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.3.1.1  The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Interpath will be consistent with industry standards.

2.3.1.2  In some instances, Interpath will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Interpath can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Interpath will determine the type of service that will be provided over the loop. In some cases, Interpath may be required to pay additional charges for the removal of certain types of equipment.

2.3.2    The loop shall be provided to Interpath in accordance with the following Technical References:

2.3.2.1  Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.3.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).

2.3.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.3.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.3.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.

2.3.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.

2.3.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

3. **Integrated Digital Loop Carriers**

3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit Interpath to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Interpath with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BST will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Interpath will then have the option of paying the one-time SC rates to place the loop facilities or Interpath may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

4. **Network Interface Device**

**4.1** Definition

4.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish

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the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2          Technical Requirements

4.2.1       The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.2.2       The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.2.3       All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.2.4       The NID shall be capable of withstanding all normal local environmental variations.

4.2.5       Where feasible, the NID shall be physically accessible to Interpath designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Interpath shall obtain entrance permission directly from the customer.

4.2.6       BellSouth shall offer the NID as a stand-alone component. Additionally, Interpath may connect its loop to any spare capacity on the BST NID. Where necessary to comply with an effective Commission order, BST will allow Interpath to disconnect the BST loop from the BST NID in order to connect Interpath's loop to the BST NID. In these cases, Interpath accepts all liability associated with this process and it is Interpath's responsibility to make sure the disconnected BST loop is properly grounded.

4.3          Interface Requirements

4.3.1       The NID shall be the interface to customers' premises wiring for alternative loop technologies.

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4.3.2      The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

4.3.2.1      Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.3.2.2      Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.3.2.3      Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.3.2.4      Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

## 5.      Unbundled Loop Concentration (ULC) System

5.1.1      BellSouth will provide to Interpath unbundled loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

5.1.2      ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Interpath at Interpath's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total ). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each unbundled loop that is terminated onto the ULC system. Rates for ULC are as set forth in Attachment 11.

5.1.3      TR303 service is not available at this time. A description and rates will be available at a later date.

## 6.      CLECCLECCLECCLECCLECSub-loop Elements

6.1      Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-

Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

## 6.2 Unbundled Sub-loop (USL)

### 6.2.1 Definition

6.2.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault. Riser Cable that extends from BST's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.

6.2.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If Interpath requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to Interpath.

### 6.2.2 Requirements for All Unbundled Sub-Loop

6.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

6.2.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

6.2.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:

6.2.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and

6.2.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

### 6.2.3      Interface Requirements

6.2.3.1      Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

6.2.3.2      Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

6.2.3.3      Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

6.2.3.4      Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

6.2.3.5      Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

### 6.3      Unbundled Sub-Loop Concentration System (USLC)

6.3.1      Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Interpath with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Interpath's collocation space. TR-008 and TR303 interface standards are available.

6.3.2      USLC, using the Lucent Series 5 equipment, will be offered in two sizes. System A will allow up to 96 of Interpath's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of Interpath's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

6.3.3      In these scenarios Interpath would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BST remote terminal. This cable would be connected to a cross-connect panel within the BST RT and would allow Interpath's sub-loops to then be

placed on the ULSC and transported to their collocation space at a DS1 level.

**6.4**      **Unbundled Network Terminating Wire (UNTW)**

6.4.1      BellSouth shall offer its Network Terminating Wire to Interpath pursuant to the following terms and conditions. Unbundled Network Terminating Wire will be provided via the Bona Fide Request/New Business Request Process as set forth in Attachment 9.

**6.5**      **Definition**

6.5.1      UNTW is twisted copper wire that extends from BST's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the NID at the end-users location.

**6.6**      **Technical Requirements**

6.6.1      In these scenarios Interpath will be required to place a cross-box, terminal, or other similar device and deliver a cable to the BST terminal located at the buildings point-of-entry or garden terminal. BST will then connect Interpath's cable to a cross-connect panel within the BST terminal.

6.6.2      This arrangement would then provide Interpath with connectivity from its feeder and/or distribution facilities (terminated in CLEC's terminal) to the NTW and the NID at the end-user premises.

**7.**      <u>**Local Switching**</u>

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

**7.1**      **Definition**

7.1.1      Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including

call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to Interpath's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and Interpath shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

7.1.2     A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Interpath. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

7.1.3     Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Interpath purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Interpath customers may use the same dialing arrangements as BellSouth customers, but obtain an Interpath branded service.

7.2     **Technical Requirements**

7.2.1     · The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1.1     Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.3 Subject to sections 10.1.1 and 10.1.3, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Interpath will be made pursuant to the Bona Fide Request Process of Attachment 9.

7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

7.2.1.5 BellSouth shall activate service for an Interpath customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Interpath's services without loss of switch feature functionality as defined in this Agreement.

7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

7.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law; and

7.2.1.10.4 Any other service required by law.

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP(GR-905-

CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Interpath, upon a reasonable request from Interpath. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

7.2.1.14.5 Advanced intelligent network triggers supporting Interpath and BellSouth service applications.

BellSouth shall offer to Interpath all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

7.2.1.14.5.1 Off-Hook Immediate

7.2.1.14.5.2 Off-Hook Delay

7.2.1.14.5.3 Termination Attempt

7.2.1.14.5.4 6/10 Public Office Dialing Plan

7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6     When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Interpath:

7.2.1.14.6.1   Private EAMF Trunk

7.2.1.14.6.2   Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3   N11

7.2.1.14.6.4   Automatic Route Selection

7.2.1.15     Where capacity exists, BellSouth shall assign each Interpath customer line the class of service designated by Interpath (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Interpath customers to Interpath directory assistance operators at Interpath's option.

7.2.1.16     Where capacity exists, BellSouth shall assign each Interpath customer line the class of services designated by Interpath (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Interpath customers to Interpath operators at Interpath's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Interpath Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.17     Local Switching shall be offered in accordance with the requirements of the following technical references:

7.2.1.17.1   BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

7.2.1.17.2   BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.1.17.3   BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4   BellCore SR-NWT-002247, AIN Release 1 Update.

7.2.2     **Interface Requirements**

7.2.2.1     BellSouth shall provide the following interfaces to loops:

7.2.2.2     Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.2.2.3 Coin phone signaling;

7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.2.2.10 BellSouth shall provide access to the following but not limited to:

7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Interpath;

7.2.2.12 Interface to Interpath operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.2.2.13 Interface to Interpath directory assistance services through the Interpath switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Interpath required access to interexchange carriers as requested through appropriate trunk interfaces.

8. **Transport**

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in Attachment 11.

8.1 **Definition of Shared Transport**

Shared Transport is an interoffice transmission path between BellSouth Network Elements. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of

BellSouth inter-office transport facilities and is unbundled from local switching.

8.2    **Technical Requirements of Shared Transport**

8.2.1    Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2    Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

8.2.3    BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

8.2.4    At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

8.2.4.1    ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

8.2.4.2    ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.2.4.3    ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.2.4.4    ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

8.2.4.5    ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

8.2.4.6    ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.2.4.7    ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.2.4.8    ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.2.4.9    ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.2.4.10   ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.2.4.11   ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.2.4.12   ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

8.2.4.13   ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.2.4.14   ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.2.4.15   ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.2.4.16   ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.2.4.17   ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.2.4.18   ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.2.4.19   ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.2.4.20   ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.2.4.21    ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

8.2.4.22    Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.2.4.23    Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.4.24    Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.4.25    Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.4.26    Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.2.4.27    Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.2.4.28    Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29    Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3    **Dedicated Transport**

8.3.1    **Definition**

8.3.1.1    Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching.

8.3.1.2    BellSouth shall offer Dedicated Transport in each of the following ways:

8.3.1.2.1    As capacity on a shared facility.

8.3.1.2.2    As a circuit (e.g., DS0, DS1 or DS3) dedicated to Interpath.

8.3.1.3    When Dedicated Transport is provided as a system it shall include:

8.3.1.3.1    Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

8.3.1.4    Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

8.3.2    **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

8.3.2.1    When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1,DS3) shall be dedicated to Interpath designated traffic.

8.3.2.2    BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

8.3.2.3    For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

8.3.2.4    Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

8.3.2.5    BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.2.5.1    DS0 Equivalent;

8.3.2.5.2    DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);

8.3.2.5.3    DS3 where applicable (C-bit Parity, M13, and unframed applications shall be provided);

8.3.2.5.4    SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an Interpath service node.

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8.3.2.5.5    SDH Standard interface rates in accordance with International
Telecommunications Union (ITU) Recommendation G.707 and
Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation
G.704.

8.3.2.6    When Dedicated Transport is provided as a system, BellSouth shall
design the system according to Interpath's architectural requirements.
This includes, but is not limited to:

1. Facility routing and termination points,

2. Interface selection among those available on the system,

3. System provisionable parameters.  This does not include specification
of the vendor to be used by BellSouth, except where mutually agreed.

8.3.3    At a minimum, Dedicated Transport shall meet each of the requirements
set forth in the following technical references:

8.3.3.1    ANSI T1.231-1993 -American National Standard for Telecommunications
- Digital Hierarchy - Layer 1 In-Service Digital Transmission performance
monitoring.

8.3.3.1.1    ANSI T1.102-1993, American National Standard for Telecommunications -
Digital Hierarchy - Electrical Interfaces;

8.3.3.1.2    ANSI T1.106-1988, American National Standard for Telecommunications -
Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.3.3.1.3    ANSI T1.107-1988, American National Standard for Telecommunications -
Digital Hierarchy - Formats Specifications;

8.3.3.1.4    ANSI T1.107a-1990 - American National Standard for
Telecommunications - Digital Hierarchy - Supplement to Formats
Specifications (DS3 Format Applications);

8.3.3.1.5    ANSI T1.107b-1991 - American National Standard for
Telecommunications - Digital Hierarchy - Supplement to Formats
Specifications;

8.3.3.1.6    Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic
Requirements (TSGR):  Common Requirements;

8.3.3.1.7    Bellcore GR-820-CORE, Generic Transmission Surveillance:  DS1 & DS3
Performance;

8.3.3.1.8    Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.3.1.9    Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.3.3.1.10   Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.3.3.1.11   Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1:  Principles, Third Edition. Issue 1 August 1987;

8.4          **Tandem Switching**

8.4.1        **Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

8.4.2        **Technical Requirements**

8.4.2.1      Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90.  The requirements for Tandem Switching include, but are not limited to the following:

8.4.2.1.1    Tandem Switching shall provide signaling to establish a tandem connection;

8.4.2.1.2    Tandem Switching will provide screening as jointly agreed to by Interpath and BellSouth;

8.4.2.1.3    Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

8.4.2.1.4    Tandem Switching shall provide access to Toll Free number portability database as designated by Interpath;

8.4.2.1.5    Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

8.4.2.1.6    Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

8.4.2.1.7    Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.4.2.2    Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

8.4.2.3    Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

8.4.2.4    Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

8.4.2.5    Tandem Switching shall record billable events and send them to the area billing centers designated by Interpath.  Tandem Switching will provide recording of all billable events as jointly agreed to by Interpath and BellSouth.

8.4.2.6    Upon a reasonable request from Interpath, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections.  The results and reports of the testing shall be made immediately available to Interpath.

8.4.2.7    BellSouth shall maintain Interpath's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

8.4.2.8    BellSouth shall control congestion points and network abnormalities.  All traffic will be restricted in a non discriminatory manner.

8.4.2.9    Selective Call Routing through the use of line class codes is not available through the use of tandem switching.  Selective Call Routing through the use of line class codes is an end office capability only.  Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Interpath and BellSouth.

8.4.2.10    Tandem Switching shall process originating toll-free traffic received from Interpath local switch.

8.4.2.11    In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local

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Switching Network Element, to the extent such Tandem Switch has such capability.

**8.4.3      Interface Requirements**

8.4.3.1     Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

8.4.3.2     Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

8.4.3.3     BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

8.4.3.4     Tandem Switching shall interconnect with Interpath's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers.  At Interpath's request, Tandem Switching shall record and keep records of traffic for billing.

8.4.3.5     Tandem Switching shall provide an alternate final routing pattern for Interpath traffic overflowing from direct end office high usage trunk groups.

8.4.4      Tandem Switching shall meet or exceed (i.e., be more favorable to Interpath) each of the requirements for Tandem Switching set forth in the following technical references:

8.4.4.1     Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

8.4.4.2     GR-905-CORE covering CCSNIS;

8.4.4.3     GR-1429-CORE for call management features; and GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

**9.          Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

**9.1          Definition**

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services.  The Operator Systems, Network Element provides two types of functions:  Operator Service

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functions and Directory Assistance Service functions, each of which are described in detail below.

9.2 **Operator Service**

9.2.1 **Definition**

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

9.2.2 **Requirements**

9.2.2.1 When Interpath requests BellSouth to provide Operator Services, the following requirements apply:

9.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

9.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

9.2.2.1.3 BellSouth shall complete calls that are billed to Interpath customer's calling card that can be validated by BellSouth.

9.2.2.1.4 BellSouth shall complete person-to-person calls.

9.2.2.1.5 BellSouth shall complete collect calls.

9.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

9.2.2.1.7 BellSouth shall complete station-to-station calls.

9.2.2.1.8 BellSouth shall process emergency calls.

9.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

9.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

9.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

9.2.2.2    BellSouth shall adhere to equal access requirements, providing Interpath local customers the same IXC access as provided to BellSouth customers.

9.2.2.3    BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Interpath that BellSouth provides for its own operator service.

9.2.2.4    BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

9.2.2.5    BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Interpath.

9.2.2.6    BellSouth shall provide a feed of customer call records in "EMI" format to Interpath in accordance with CLECODUF standards specified in Attachment 7.

9.2.3    **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Interpath, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

9.3    **Directory Assistance Service**

9.3.1    **Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

9.3.2    **Requirements**

9.3.2.1    Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Interpath's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 11 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Interpath may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

9.3.2.2    **Directory Assistance Service Updates**

9.3.2.2.1    BellSouth shall update customer listings changes daily. These changes include:

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9.3.2.2.1.1   New customer connections:  BellSouth will provide service to Interpath that is equal to the service it provides to itself and its customers;

9.3.2.2.1.2   Customer disconnections:  BellSouth will provide service to Interpath that is equal to the service it provides to itself and its customers; and

9.3.2.2.1.3   Customer address changes:  BellSouth will provide service to Interpath that is equal to the service it provides to itself and its customers;

9.3.2.3   These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

9.4   **Branding for Operator Call Processing and Directory Assistance**

9.4.1   The BellSouth Operator Systems Branding Feature Provides a definable announcement to CLEC end users using Directory Assistance/Operator Call Processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows the CLEC to have its calls custom branded with the CLEC name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing.

9.4.2   BellSouth offers four services levels of branding to CLEC's ordering Directory Assistance and/or Operator Call Processing.

9.4.2.1   Service Level 1 - BellSouth Branding

9.4.2.2   Service Level 2 - Unbranded

9.4.2.3   Service Level 3 - Custom Branding

9.4.2.4   Service Level 4 - Self Branding (only applicable for Resale or Unbundled Port CLEC's who route to an operator service provider other than BellSouth).

9.4.3   Resellers and Unbundled Port CLECS

9.4.3.1   BellSouth Branding is the Default Service Level.

9.4.3.2   Unbranding, Custom Branding, and Self Branding require the CLEC to order selective routing for each originating BellSouth end office identified by the CLEC. Rates for Selective Routing are set forth in Attachment 11.

9.4.3.3    Customer Branding and Self Branding require the CLEC to order dedicated trunking from each BellSouth end office identified by the CLEC, to either the BellSouth TOPS or the CLEC Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

9.4.3.4    Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by the CLEC to the BellSouth TOPS. These calls are routed to "No Announcement."

9.4.4    Facilities Based CLECS

9.4.4.1    Unbranding is the Default Service Level.

9.4.4.2    All Service Levels require the CLEC to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

9.4.4.3    Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch for which the CLEC requires service. The recording and loading charges are non-recurring unless the CLEC elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the CLEC name.

**9.5    Directory Assistance Database Service (DADS)**

9.5.1    BellSouth shall make its Directory Assistance Database Service (DADS) available to Interpath solely for the expressed purpose of providing Directory Assistance type services to Interpath end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator System assisted). Interpath agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Interpath agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Interpath authorizes the inclusion of Interpath Subscriber listings in the BellSouth Directory Assistance products.

9.5.2    BellSouth shall provide Interpath initially with daily updates which reflect all listing change activity occurring since Interpath's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Interpath and BellSouth. Interpath agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

9.5.3    BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listings change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Interpath on a Business, Residence, or combined Business and Residence basis. Interpath agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Interpath receives the Base File.

9.5.4    Rates for DADS are as set forth in Attachment 11.

**9.6       Direct Access to Directory Assistance Services**

9.6.1    Direct Access to Directory Assistance Service (DADAS) will provide Interpath's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance Service format. Subscription to DADAS will allow Interpath to utilize its own switch, operator workstations and optional audio subsystems.

9.6.2    BellSouth will provide DADAS from its DA location. Interpath will access the DADAS system via a telephone company provided point of availability. Interpath has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

9.6.3    A specified interface to each Interpath subsystem will be provided by BellSouth. Interconnection between Interpath system and a specified BellSouth location will be pursuant to the use of Interpath owned or Interpath leased facilities and shall be appropriate sized based upon the volume of queries being generated by Interpath.

9.6.4     The specifications for the three interfaces necessary for interconnection are available in the following documents:

9.6.4.1     DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

9.6.4.2     DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

9.6.4.3     DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

9.6.5     Rates for DADAS are as set forth in Attachment 11.

## 10.     Signaling

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

### 10.1     Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

### 10.2     Technical Requirements

10.2.1     Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

10.2.2          Of the various options available, Signaling Link Transport shall perform in the following two ways:

10.2.2.1        As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and

10.2.2.2        As a "B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

10.2.3          Signaling Link Transport shall consist of two or more signaling link layers as follows:

10.2.3.1        An A-link layer shall consist of two links.

10.2.3.2        A B-link layer shall consist of four links.

10.2.4          A signaling link layer shall satisfy a performance objective such that:

10.2.4.1        There shall be no more than two minutes down time per year for an A-link layer; and

10.2.4.2        There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

10.2.5          A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

10.2.5.1        No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

10.2.5.2        No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.3            **Interface Requirements**

10.3.1          There shall be a DS1 (1.544 Mbps) interface at the Interpath-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

11.             **Signaling Transfer Points (STPs)**

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11.1      **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

11.2      **Technical Requirements**

11.2.1      STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

11.2.1.1      BellSouth Local Switching or Tandem Switching;

11.2.1.2      BellSouth Service Control Points/DataBases;

11.2.1.3      Third-party local or tandem switching

11.2.1.4      Third-party-provided STPs.

11.2.2      The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

11.2.3      If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Interpath local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Interpath local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

11.2.4      STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

11.2.4.1      Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

11.2.4.2      Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

11.2.4.3     Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

11.2.5     STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Interpath or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Interpath database, then Interpath agrees to provide BellSouth with the Destination Point Code for the Interpath database.

11.2.6     STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

11.2.6.1     MTP Routing Verification Test (MRVT) and

11.2.6.2     SCCP Routing Verification Test (SRVT).

11.2.7     In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Interpath or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by Interpath and BellSouth.

11.2.8     . STPs shall be on parity with BellSouth.

**11.2.9     SS7 Advanced Intelligent Network (AIN) Access**

11.2.9.1     When technically feasible and upon request by Interpath, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth

local switch and interconnection of the BellSouth SS7 network with the Interpath SS7 network to exchange TCAP queries and responses with an Interpath SCP.

11.2.9.2   SS7 AIN Access shall provide Interpath SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and Interpath SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Interpath SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

**11.3   Interface Requirements**

11.3.1   BellSouth shall provide the following STPs options to connect Interpath or Interpath-designated local switching systems or STPSs to BellSouth SS7 network:

11.3.1.1   An A-link interface from Interpath local switching systems; and,

11.3.1.2   A B-link interface from Interpath local STPs.

11.3.2   Each type of interface shall be provided by one or more sets (layers) of signaling links.

11.3.3   The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Interpath local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Interpath will work jointly to establish mutually acceptable SPOIs.

11.3.4   BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and Interpath will work jointly to establish mutually acceptable SPOIs.

11.3.5     BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

11.3.5.1   Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

11.3.5.2   Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

11.3.6     **Message Screening**

11.3.6.1   BellSouth shall set message screening parameters so as to accept valid messages from Interpath local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Interpath switching system has a legitimate signaling relation.

11.3.6.2   BellSouth shall set message screening parameters so as to pass valid messages from Interpath local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Interpath switching system has a legitimate signaling relation.

11.3.6.3   BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Interpath from any signaling point or network interconnected through BellSouth's SS7 network where the Interpath SCP has a legitimate signaling relation.

11.4       STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

11.4.1     ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) = Message Transfer Part (MTP);

11.4.2     ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

11.4.3     ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

11.4.4    ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

11.4.5    ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

11.4.6    ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

11.4.7    Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

11.4.8    Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

12.    **Service Control Points/DataBases**

12.1    **Definition**

12.1.1    Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

12.1.2    A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

12.2    **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response

times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Interpath in accordance with the following requirements.

12.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

12.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

12.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

12.2.4 **Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

12.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Interpath customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

12.3 **Local Number Portability Database**

12.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

12.4 . **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

12.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It

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contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

12.4.2 **Technical Requirements:**

BellSouth will offer to Interpath any additional capabilities that are developed for LIDB during the life of this Agreement.

12.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Interpath to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-Interpath dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

12.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Interpath to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and Interpath dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

12.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Interpath to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

12.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for Interpath's customer records in LIDB:

12.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

12.4.2.4.2 Calling Card Validation: If Interpath chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for Interpath customer data in the LIDB.

12.4.2.5    BellSouth shall process Interpath's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Interpath what additional functions (if any) are performed by LIDB in the BellSouth network.

12.4.2.6    Within two (2) weeks after a request by Interpath, BellSouth shall provide Interpath with a list of the customer data items which Interpath would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

12.4.2.7    BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

12.4.2.8    BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

12.4.2.9    BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

12.4.2.10   BellSouth shall provide Interpath with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with Interpath customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with Interpath customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to Interpath. In the interim , BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

12.4.2.11   BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.

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12.4.2.12    All additions, updates and deletions of Interpath data to the LIDB shall be solely at the direction of Interpath. Such direction from Interpath will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

12.4.2.13    BellSouth shall provide priority updates to LIDB for Interpath data upon Interpath's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

12.4.2.14    BellSouth shall provide Interpath with the capability to directly obtain, through an electronic interface, reports of all Interpath data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of Interpath data in LIDB.

12.4.2.15    BellSouth shall provide LIDB systems such that no more than 0.01% of Interpath customer records will be missing from LIDB, as measured by Interpath audits. BellSouth will audit Interpath records in LIDB against DBAS to identify record mismatches and provide this data to a designated Interpath contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Interpath within one business day of audit. Once reconciled records are received back from Interpath, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Interpath to negotiate a time frame for the updates, not to exceed three business days.

12.4.2.16    BellSouth shall perform backup and recovery of all of Interpath's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

12.4.2.17    BellSouth shall provide to Interpath access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to Interpath when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:

> Calling Card Queries
> Billed Number Screening Queries
> Calling Card Successful

Calling Card Denied
Calling Card CCAN Service Denied
Calling Card Pin Match Field
Calling Card Record Not Found
Billed Number Screening Successful
Billed Number Screening Not Found
Group Not Found
BNS/C Processing Indicator Not Enabled
Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to Interpath.

12.4.2.18  BellSouth shall provide Interpath with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between Interpath and BellSouth.

12.4.2.19  BellSouth shall prevent any access to or use of Interpath data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by Interpath in writing.

12.4.2.20  BellSouth shall provide Interpath performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Interpath at least at parity with BellSouth Customer Data. BellSouth shall obtain from Interpath the screening information associated with LIDB Data Screening of Interpath data in accordance with this requirement.  BellSouth currently does not have LIDB Data Screening capabilities.  When such capability is available, BellSouth shall offer it to Interpath under the Bona Fide Request process of Attachment 9.

12.4.2.21  BellSouth shall accept queries to LIDB associated with Interpath customer records, and shall return responses in accordance with industry standards.

12.4.2.22  BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

12.4.2.23  BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

12.4.2.24  BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

**12.4.3**      **Interface Requirements**

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

**12.4.3.1**      The interface to LIDB shall be in accordance with the technical references contained within.

**12.4.3.2**      The CCS interface to LIDB shall be the standard interface described herein.

**12.4.3.3**      The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

**12.5**      **Toll Free Number Database**

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

**12.5.1**      **Technical Requirements**

**12.5.1.1**      BellSouth shall make BellSouth Toll Free Number Database available for Interpath to query with a toll-free number and originating information.

**12.5.1.2**      The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

**12.5.1.3**      The SCP shall also provide, at Interpath's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

**12.5.1.3.1**      Network Management;

**12.5.1.3.2**      Customer Sample Collection; and

**12.5.1.3.3**      Service Maintenance

**12.6**      **Automatic Location Identification/Data Management System (ALI/DMS)**

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

12.6.1 **Technical Requirements**

12.6.1.1 BellSouth shall offer Interpath a data link to the ALI/DMS database or permit Interpath to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Interpath immediately after Interpath inputs information into the ALI/DMS database. Alternately, Interpath may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

12.6.1.2 The ALI/DMS database shall contain the following customer information:

12.6.1.2.1 Name;

12.6.1.2.2 Address;

12.6.1.2.3 Telephone number; and

12.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

12.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Interpath requests otherwise and shall be updated if Interpath requests, provided Interpath supplies BellSouth with the updates.

12.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

12.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN

interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

**12.6.2 Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for Interpath customers shall meet industry standards.

**12.7 Directory Assistance Database**

BellSouth shall make its directory assistance database available to Interpath in order to allow Interpath to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide Interpath with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Interpath and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and Interpath telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

**12.8 Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.

**12.9** SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

**12.9.1** GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

**12.9.2** GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

**12.9.3** GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

**12.9.4** GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

**12.9.5** BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

**12.9.6** BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

12.9.7    BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

12.10    Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

12.10.1    BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Interpath the capability that will allow Interpath and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

12.10.2    BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to Interpath. Scheduling procedures shall provide Interpath equivalent priority to these resources

12.10.3    BellSouth SCP shall partition and protect Interpath service logic and data from unauthorized access, execution or other types of compromise.

12.10.4    When Interpath selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Interpath to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

12.10.5    When Interpath selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Interpath access will be provided via remote data connection (e.g., dial-in, ISDN).

12.10.6    When Interpath selects SCE/SMS AIN Access, BellSouth shall allow Interpath to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

13.    **DARK FIBER**

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The

parties agree that Dark Fiber will be used in the provisioning of local service.

13.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

13.2 **Requirements**

13.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Interpath pursuant to the prices set forth in Attachment 11 of this Agreement.

13.2.2 Interpath may test the quality of the Dark Fiber to confirm its usability and performance specifications.

13.2.3 BellSouth shall use its best efforts to provide to Interpath information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Interpath ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

13.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Interpath within thirty (30) business days after it receives written confirmation from Interpath that the Dark Fiber previously deemed available by BellSouth is wanted for use by Interpath. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Interpath to connect or splice Interpath provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

14. **SS7 Network Interconnection**

14.1.1 **Definition**

SS7 Network Interconnection is the interconnection of Interpath local Signaling Transfer Point Switches (STPS) and Interpath local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Interpath local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

14.1.2         **Technical Requirements**

14.1.2.1       SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.1.2.1.1     BellSouth local or tandem switching systems;

14.1.2.1.2     BellSouth DBs; and

14.1.2.1.3     Other third-party local or tandem switching systems.

14.1.2.2       The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Interpath or other third-party switching systems with A-link access to the BellSouth SS7 network.

               If traffic is routed based on dialed or translated digits between an Interpath local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Interpath local STPSs and BellSouth or other third-party local switch.

14.1.2.3       When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

14.1.2.4       SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

14.1.2.4.1     Signaling Data Link functions, as specified in ANSI T1.111.2;

14.1.2.4.2     Signaling Link functions, as specified in ANSI T1.111.3; and

14.1.2.4.3     Signaling Network Management functions, as specified in ANSI T1.111.4.

14.1.2.5       SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include

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final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Interpath local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Interpath local STPSs, and shall not include SCCP Subsystem Management of the destination.

14.1.2.6  SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

14.1.2.7  SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

14.1.2.8  If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

14.1.2.9  SS7 Network Interconnection shall be equal to or better than the following performance requirements:

14.1.2.9.1  MTP Performance, as specified in ANSI T1.111.6;

14.1.2.9.2  SCCP Performance, as specified in ANSI T1.112.5; and

14.1.2.9.3  ISDNUP Performance, as specified in ANSI T1.113.5.

14.1.3  **Interface Requirements**

14.1.3.1  BellSouth shall offer the following SS7 Network Interconnection options to connect Interpath or Interpath-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

14.1.3.1.1  A-link interface from Interpath local or tandem switching systems; and

14.1.3.1.2  B-link interface from Interpath STPSs.

14.1.3.2  The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Interpath local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available

capabilities of BellSouth STPSs. BellSouth and Interpath will work jointly to establish mutually acceptable SPOI.

14.1.3.3     BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and Interpath will work jointly to establish mutually acceptable SPOI.

14.1.3.4     The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

14.1.3.4.1     Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.1.3.4.2     Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.1.3.4.3     Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

14.1.3.4.4     Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14.1.3.5     BellSouth shall set message screening parameters to block accept messages from Interpath local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Interpath switching system has a legitimate signaling relation.

14.1.4     SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

14.1.4.1     ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

14.1.4.2     ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

14.1.4.3     ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

14.1.4.4    ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

14.1.4.5    ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

14.1.4.6    ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

14.1.4.7    ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

14.1.4.8    ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

14.1.4.9    ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

14.1.4.10   Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.1.4.11   Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

14.1.4.12   Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.1.4.13   Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

14.1.4.14   Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15.    **Basic 911 and E911**

If CLEC orders unbundled network elements, then CLEC is also responsible for providing E911 to its end users.  BellSouth agrees to offer

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access to the 911/E911 network pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

15.1    **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

15.2    **Requirements**

15.2.1    Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Interpath a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Interpath will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Interpath will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Interpath will be required to discontinue the Basic 911 procedures and being using E911 procedures.

15.2.2    E911 Service Provisioning. For E911 service, Interpath will be required to install a minimum of two dedicated trunks originating from the Interpath serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Interpath will be required to provide BellSouth daily updates to the E911 database. Interpath will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Interpath will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

15.2.3    <u>Rates</u>. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Interpath beyond applicable charges for BellSouth trunking arrangements.

15.2.4    Basic 911 and E911 functions provided to Interpath shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

15.2.5    <u>Detailed Practices and Procedures</u>. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Interpath to follow in providing 911/E911 services.

# Attachment 3

## Local Interconnection

## Local Interconnection

BellSouth shall provide Interpath interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

### 1.      Local Traffic Exchange

1.1     Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") . The terms Exchange and EAS exchanges are  defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not currently include traffic that originates from or terminates to an Enhanced Service Provider (ESP) or Information Service Provider.  The parties agree that until the Commission, the FCC, or a court of competent jurisdiction determines, in a final and nonappealable order, whether Enhanced Service Provider and Information Service Provider traffic is within the definition of Local Traffic, such traffic shall be viewed as interstate traffic.  The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for local traffic termination consistent with the final Commission, FCC or court decision.  The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC, or the court becomes final and nonappealable.

1.2          Interconnection Points.   Local interconnection is  available  at  any technically  feasible  point  within  BellSouth's  network.   Interconnection  is currently available at the following points:

1.2.1          Trunk-side of local switch.

1.2.2          Trunk interconnection points for tandem switch.

1.2.3          Central office cross-connect points.

1.2.4          Out-of-band signal transfer points.

1.2.5          Interconnection at applicable unbundled network element points is also available.

1.2.6          BellSouth  may  provide  local  interconnection  at  any  other  technically feasible point.  Requests  for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 9.

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1.3     Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic.0    Effective on the first of January, April, July and October of each year, BellSouth and Interpath shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

1.3.1    Audits.        On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Interpath shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained.   The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year.   Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit.   The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.4     Percentage Interstate Usage.    For combined interstate and intrastate Interpath traffic terminated by BellSouth over the same facilities, Interpath will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth.   All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Interpath.    After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

1.5      . <u>Unidentified local traffic</u>. Whenever BellSouth delivers traffic to Interpath for termination on the Interpath's network, if BellSouth cannot determine because of the manner in which Interpath has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if Interpath can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that Interpath cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the Interpath.

1.6      <u>Intermediary Tandem Switching</u>. BellSouth will provide intermediary tandem switching and transport services for Interpath's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.

1.7      <u>Mutual Provision of Access Service</u>. When BellSouth and Interpath provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than 60 (60 ) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

     1.7.1 Where either company has been notified that the other company has a Billing Guarantee Practice, each company so notified (the Initial Billing Company or the recording company) will be held liable for any

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access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other company. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

1.7.2 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

1.7.3 Each company agrees to recreate the lost or damaged data within forty-eight *48) hours of notification by the other or by an authorized third party handling the data.

1.7.4 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

1.7.5 All claims should be filed with the other company with 120 days of the receipt of the date of the unbillable usage.

1.7.6 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

1.8     Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.


2.      **Exchange of intraLATA toll traffic**

Exchange of intraLATA toll traffic between BellSouth and Interpath networks shall occur as follows:

2.1     IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.

2.2     Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

2.3     Rates. For originating and terminating intraLATA toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is

appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If Interpath is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Interpath as an interexchange carrier on a 10XXX/101XXXX basis, BellSouth will charge Interpath the appropriate BellSouth tariff charges for originating switched access services. If BellSouth is serving as the Interpath end user's presubscribed interexchange carrier or if the Interpath end user uses BellSouth as an interexchange carrier on a 10XXX/101XXXX basis, the Interpath will charge BellSouth the appropriate BellSouth tariff charges for originating switched access services.

2.4     Additional Interconnection. To the extent Interpath provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

2.5     Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

2.6     Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of $0.013 per record.

2.7     800 Access Screening. Should Interpath require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Interpath shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Interpath will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3.     **Methods of Interconnection**

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Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone). Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

4.        **Trunk Groups**

BellSouth and Interpath shall establish interconnecting trunk groups betweennetworks. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may require submission of a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in Attachment 9.

5.        **Network Design and Management for Interconnection**

5.1       Network Management and Changes. BellSouth will work cooperatively with Interpath to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2       Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

5.3       Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that

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BellSouth provides to Interpath will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which BellSouth provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to Interpath.

5.4    Network Management Controls.  BellSouth will work cooperatively with Interpath to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

5.5    Common Channel Signaling.    BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to Interpath, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return.  All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc.  All privacy indicators will be honored, and BellSouth will cooperate with Interpath on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

5.6    Forecasting Requirements.

5.6.1    The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

5.6.2    Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties.  Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement.  The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3    The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years.  The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference.  It may be held regionally or geographically.  Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer

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usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4      In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5      For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7        Call Information.      BellSouth and Interpath will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

6.         **Parity in Ordering and Provisioning**

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BellSouth shall provide interconnection ordering and provisioning services to Interpath that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7.        **Local Dialing Parity**

BellSouth shall provide local dialing parity, meaning that Interpath customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, Interpath local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8.        **Local Interconnection Compensation**

8.1        The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on each other's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11. BST will pay transport from and to Interpath's point of termination located within the LATA in which the call originated.

8.2        The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon CLEC negotiating and executing valid contractual agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, CLEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8.3        Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). Traffic originated to and terminated by ESPs/ISPs shall not be included in the local interconnection compensation arrangements of this Agreement.

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# Attachment 4

## Physical Collocation

# BELLSOUTH
# PHYSICAL COLLOCATION

Physical Collocation is covered under a separate agreement
between BellSouth Telecommunications, Inc. and
Interpath Communications, Inc.
dated May 29, 1998

# Attachment 5

## Access to Numbers
## and
## Number Portability

# ACCESS TO NUMBERS and NUMBER PORTABILITY

1.  ## Non-Discriminatory Access to Telephone Numbers

    BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth will ensure that Interpath, whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. Interpath will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. If BellSouth transfers a block of NXX numbers to Interpath, Interpath will be responsible for the update to the RDBS/BRIDS Bellcore database. At Interpath's request through the BOR Process, BellSouth will update the database for a fee at an hourly rate.

2.  ## Permanent Solution

    The FCC, the Commissions and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability, Interim Service Provider Number Portability may be available only until such permanent solution is implemented.

3.  ## Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution can be achieved, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Interpath. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network.

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Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Interpath switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services.

3.3     <u>Signaling Requirements.</u> SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

## 4.     SPNP Implementation

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

4.1     SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2     SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.

4.3     SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must

be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.4     The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and

delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5     Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service, or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6     Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

4.7     Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

4.8     Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.

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4.9      For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.10     If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5.      **Rates**

Rates for service provider number portability are set out in Attachment 11.

# Attachment 6

# Ordering and Provisioning

## ORDERING AND PROVISIONING

1.        **Quality of Ordering and Provisioning**

1.1       BellSouth shall provide ordering and provisioning services to Interpath that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2       BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM   (excluding holidays)
                                (Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday         - 8:00 AM - 5:00 PM  (excluding holidays)
                                (Resale/UNE non coordinated orders)

All other Interpath requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

2.        **Access to Operational Support Systems**

2.1       BellSouth shall provide Interpath access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2       Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. Interpath agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that

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Interpath will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3    Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides and Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

2.4    Service Trouble Reporting and Repair. Service trouble reporting and repair allows Interpath to report and monitor service troubles and obtain repair services. BellSouth shall offer Interpath service trouble reporting in a non-discriminatory manner that provides Interpath the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Interpath an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Interpath access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5    Migration of Interpath to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to meet regulatory and standard requirements and to improve operations. Interpath will migrate with BellSouth to new electronic interface system releases. BellSouth will continue to support Interpath on old releases for 60 days after the date of the release. If Interpath is unable or does not want to migrate within that time frame, Interpath will have the option of paying a fee to maintain the old platform. BellSouth will issue documents to Interpath within sufficient notice to allow Interpath to make the necessary changes to their systems and operations and allow Interpath to migrate with BellSouth.

2.6    Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 of this agreement.

3.    **Miscellaneous Ordering and Provisioning Guidelines**

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3.1        <u>Pending Orders</u>. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Interpath will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Interpath wishes to reinstate an order, Interpath may be required to submit a new service order.

3.2        <u>Single Point of Contact</u>. Interpath will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by Interpath to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Interpath and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders; provided, however, that such processes shall comply with applicable state and federal law, including until superseded the FCC guidelines applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by Interpath to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Interpath that such an order has been processed, but will not be required to notify Interpath in advance of such processing.

3.3 ·       <u>Use of Facilities</u>. When a customer of the LEC elects to discontinue service from the LEC and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Interpath by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer under the following conditions:

3.3.1       BellSouth has received a new order from the customer or the customer's new local exchange carrier for a retail service or resale service or for an unbundled network element which the customer or the customer's new local exchange carrier has indicated that the order constitutes a transfer of service from the LEC to another provider (i.e., the order is not for a new line or an additional line).

3.3.2       The order for retail service, resale service, unbundled loop and/or port can be for either exchange service or private line.

3.3.3       Upon receipt of a transfer of service order from a customer or the customer's new local exchange carrier, BellSouth will do the following:

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3.3.3.1    Process disconnect and reconnect orders to transfer the service which shall be due dated using current interval guidelines.

3.3.3.2    Reuse the serving facility for the retail or resale service, unbundled Network Element for the same customer at the same location.

3.3.3.3    Notify Interpath subsequent to the disconnect order being completed.

3.4    Contact Numbers.  The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5    Subscription Functions.  In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)). BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

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# Attachment 7

## Billing and Billing Accuracy Certification

## BILLING AND BILLING ACCURACY CERTIFICATION

1. **Payment and Billing Arrangements**

1.1 **Billing.** Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Interpath requests. BellSouth will bill and record in accordance with this agreement those charges Interpath incurs as a result of Interpath purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 If the Interpath requests multiple billing media or additional copies of bills BellSouth will provide these at a reasonable cost.

1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of Interpath. Interpath shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Interpath from Interpath's customer. BellSouth will not become involved in billing disputes that may arise between Interpath and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 **Payment Due.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last

non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5      Tax Exemption. Upon proof of tax exempt certification from Interpath, the total amount billed to Interpath will not include any taxes due from the end user. Interpath will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

1.6      Miscellaneous. As the customer of record for resold services, Interpath will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

1.7      Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.8      Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Interpath.

1.9      End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill Interpath end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10      Discontinuing Service to Interpath.      The procedures for discontinuing service to Interpath are as follows:

1.10.1      BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Interpath of the rules and regulations contained in BellSouth's tariffs.

1.10.2    If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Interpath that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Interpath to receive notices of noncompliance, discontinue the provision of existing services to Interpath at any time thereafter.

1.10.3    In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.10.4    If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Interpath's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Interpath without further notice.

1.10.5    If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Interpath's services will be discontinued.  Upon discontinuance of service on Interpath's account, service to the Interpath's end users will be denied.  BellSouth will reestablish service at the request of the end user or Interpath for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Interpath is solely responsible for notifying the end user of the proposed service disconnection.

1.10.6    If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

1.11    Deposit Policy. When purchasing services from BellSouth, Interpath may be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Company. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security.

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Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

## 2. Billing and Billing Accuracy Certification

2.1     BellSouth and Interpath will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2     As part of the billing quality assurance program, BellSouth and Interpath will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Interpath with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Interpath will pay all bills received from BellSouth in full by the payment due date.

2.3     Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process

2.3.1     Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2     Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

## 3     Billing Disputes

3.1     Where the parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

1. Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

1.2. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

2. If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

4       **RAO Hosting**

4.1     RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Interpath by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

4.2     Interpath shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3     Applicable compensation amounts will be billed by BellSouth to Interpath on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4     Interpath must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Interpath to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Interpath and will coordinate all associated conversion activities.

4.5     BellSouth will receive messages from Interpath that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

4.6     BellSouth will perform Invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Interpath.

4.7     All data received from Interpath that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

4.8     All data received from Interpath that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).

4.9     BellSouth will receive messages from the CMDS network that are destined to be processed by Interpath and will forward them to Interpath on a daily basis.

4.10    Transmission of message data between BellSouth and Interpath will be via CONNECT:Direct. .

4.11    All messages and related data exchanged between BellSouth and Interpath will be formatted in accordance with accepted industry standards

for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

4.12       Interpath will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

4.13       Should it become necessary for Interpath to send data to BellSouth more than sixty (60) days past the message date(s), Interpath will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Interpath to notify all affected Parties.

4.14       In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Interpath) identified and agreed to, the company responsible for creating the data (BellSouth or Interpath) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

4.15       Should an error be detected by the EMI format edits performed by BellSouth on data received from Interpath, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Interpath of the error condition. Interpath will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Interpath will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

4.16       In association with message distribution service, BellSouth will provide Interpath with associated intercompany settlements reports (CATS and NICS) as appropriate.

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4.17    In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

4.18    RAO Compensation

4.18.1    Rates for message distribution service provided by BellSouth for Interpath are as set forth in Attachment 11 of this Agreement.

4.18.2    Rates for data transmission associated with message distribution service are as set forth in Attachment 11 of this Agreement.

4.18.3    Data circuits (private line or dial-up) will be required between BellSouth and Interpath for the purpose of data transmission. Where a dedicated line is required, Interpath will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Interpath will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Interpath. Additionally, all message toll charges associated with the use of the dial circuit by Interpath will be the responsibility of Interpath. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

4.18.4    All equipment, including modems and software, that is required on the Interpath end for the purpose of data transmission will be the responsibility of Interpath.

4.19    Intercompany Settlements Messages

4.19.1    This Section addresses the settlement of revenues associated with traffic originated from or billed by Interpath as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Interpath and the involved company(ies), unless that company is participating in NICS.

4.19.2    Both traffic that originates outside the BellSouth region by Interpath and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Interpath, is

covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Interpath, involves a company other than Interpath, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region. (NICS).

4.19.3   Once Interpath is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system.

4.19.4   BellSouth will receive the monthly NICS reports from BellCore, its successor or assign, on behalf of Interpath. BellSouth will distribute copies of these reports to Interpath on a monthly basis.

4.19.5   BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of Interpath. BellSouth will distribute copies of these reports to Interpath on a monthly basis.

4.19.6   BellSouth will collect the revenue earned by Interpath from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of Interpath. BellSouth will remit the revenue billed by Interpath to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on Interpath. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Interpath via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7   BellSouth will collect the revenue earned by Interpath within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of Interpath. BellSouth will remit the revenue billed by Interpath within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Interpath via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Interpath agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

5.   **Optional Daily Usage File**

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5.1     Upon written request from Interpath, BellSouth will provide the Optional Daily Usage File (ODUF) service to Interpath pursuant to the terms and conditions set forth in this section.

5.2     The Interpath shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3     The Optional Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billing to an Interpath customer.

        Charges for delivery of the Optional Daily Usage File will appear on the Interpaths' monthly bills. The charges are as set forth in Attachment 11 of this Agreement.

5.4     The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5     Messages that error in the billing system of the Interpath will be the responsibility of the Interpath. If, however, the Interpath should encounter significant volumes of errored messages that prevent processing by the Interpath within its systems, BellSouth will work with the Interpath to determine the source of the errors and the appropriate resolution.

5.6     The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1   USAGE TO BE TRANSMITTED

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the Interpath:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

-N11

5.6.1.2   Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3   BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Interpath.

5.6.1.4   In the event that Interpath detects a duplicate on Optional Daily Usage File they receive from BellSouth, Interpath will drop the duplicate message (Interpath will not return the duplicate to BellSouth).

5.6.2   PHYSICAL FILE CHARACTERISTICS

5.6.2.1   The Optional Daily Usage File will be distributed to Interpath via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per workday.

5.6.2.2   Data circuits (private line or dial-up) may be required between BellSouth and Interpath for the purpose of data transmission. Where a dedicated line is required, Interpath will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Interpath will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Interpath. Additionally, all message toll charges associated with the use of the dial circuit by Interpath will be the responsibility of Interpath. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Interpath end for the purpose of data transmission will be the responsibility of Interpath.

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5.6.3 · PACKING SPECIFICATIONS

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Interpath which BellSouth RAO that is sending the message. BellSouth and Interpath will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Interpath and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

5.6.4.1 Interpath will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Interpath will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Interpath by BellSouth.

5.6.5 CONTROL DATA

Interpath will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Interpath received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Interpath for reasons stated in the above section.

5.6.6 TESTING

5.6.6.1 Upon request from Interpath, BellSouth shall send test files to Interpath for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Interpath set up a production (LIVE) file. The live test may consist of Interpath's employees making test calls for the types of services Interpath requests on the Optional Daily Usage File. These test calls are logged by Interpath, and the logs are provided to

BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6.  Access Daily Usage File

1.  SCOPE OF AGREEMENT

1.1  This agreement shall apply to the service of the Access Daily Usage File (ADUF) as provided by BellSouth to Interpath. The specifications, terms and conditions for the provisions of this service are outlined in Exhibit A of this Agreement.

2.  DEFINITIONS

2.1  Compensation is the amount of money due from Interpath to BellSouth for services provided under this Agreement.

2.2  Access Daily Usage File (ADUF) is the compilation of interstate access messages associated with an unbundled port in standard Exchange Message Interface (EMI) format exchanged from BellSouth to Interpath.

2.3  Exchange Message Interface is the nationally administered standard format for the exchange of data within the telecommunications industry.

2.4  Message Distribution is routing determination and subsequent delivery of message data from one company to another.

3.  RESPONSIBILITIES OF THE PARTIES

3. 1  ADUF service provided to Interpath by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.

3. 2  Interpath shall furnish in a timely manner all relevant information required by BellSouth for the provision of the ADUF.

4.  COMPENSATION ARRANGEMENTS

4.1  Applicable compensation amounts will be billed by BellSouth to Interpath on a monthly basis in arrears. Amounts due from Interpath to BellSouth (excluding

adjustments) are payable within 30 days of the date of the billing statement. Rates for ADUF are as set forth in Attachment 11.

5.    ASSOCIATED EXHIBIT

5. 1    Listed below is the exhibit associated with this Agreement,    incorporated herein by this reference.

Exhibit A      Access Daily Usage File (ADUF)

5. 2    From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit(s) then in effect.

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# Exhibit A   Access Daily Usage File

1.   SCOPE OF EXHIBIT

1.1   Upon request from Interpath, BellSouth will provide the Access Daily Usage File service to Interpath pursuant to the rates, terms and conditions set forth in this exhibit.

2.   GENERAL INFORMATION

2.1   Interpath shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

2.2   The Access Daily Usage File will contain access records associated with an unbundled port that Interpath has purchased from BellSouth.  Charges for the Access Daily Usage File will be as follows:

> $0.004 per message - Message Distribution
> $0.001 per message - Data Transmission (CONNECT:Direct)
> $54.95 per magnetic tape

Charges for delivery of the Access Daily Usage Feed will appear on Interpath's monthly bills.

2.3   All messages provided with the Access Daily Usage File will be in the standard Bellcore EMI record format.

2.4   Messages that error in the billing system of Interpath will be the responsibility of Interpath. If, however, Interpath should encounter significant volumes of errored messages that prevent processing by Interpath within its systems, BellSouth will work with Interpath to determine the source of the errors and the appropriate resolution.

3.   *Usage To Be Transmitted*

3.1   The following messages recorded by BellSouth will be transmitted to Interpath:

> - Interstate access records associated with an unbundled port
>
> - Undetermined jurisdiction access records associated with an unbundled port

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3.2     BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Interpath.

3.3     In the event that Interpath detects a duplicate on the Access Daily Usage File they receive from BellSouth, Interpath will drop the duplicate message (CLEC will not return the duplicate to BellSouth).

*4.     File Characteristics and Transmission Method*

4.1     The Access Daily Usage Feed will be distributed to Interpath via an agreed upon medium with CONNECT:Direct being the preferred transport method. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Access Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per workday.

4.2     Data circuits (private line or dial-up) may be required between BellSouth and Interpath for the purpose of data transmission. Where a dedicated line is required, Interpath will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Interpath will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Interpath. Additionally, all message toll charges associated with the use of the dial circuit by Interpath will be the responsibility of Interpath. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Interpath end for the purpose of data transmission will be the responsibility of Interpath.

5.     Packing Specifications

5.1     A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Interpath which BellSouth RAO that is sending the message. BellSouth and Interpath will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Interpath and resend the data as appropriate.

The data will be packed using Bellcore EMI records.

## 6. Pack Rejection

6.1 Interpath will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Interpath will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and/or retransmitted to Interpath by BellSouth.

## 7. Control Data

Interpath will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Interpath received the pack and the acceptance or rejection of the pack. Pack status Code(s) will be populated using standard Bellcore EMI codes for packs that were rejected by Interpath for reasons stated in the above section.

## 8. TESTING

8.1 Upon request from Interpath, BellSouth shall send test file(s) to Interpath for the Access Daily Usage File. The parties agree to review and discuss the file's content or format.

# Attachment 8

## Rights-of-Way, Conduits and Pole Attachments

Attachment 8

Rights-of-Way, Conduits and
Pole Attachments

BellSouth agrees to provide Interpath, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to terms and conditions that are subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

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Attachment 9


**Bona Fide Request/New Business Request Process**

# BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS

1.0        Bona Fide Request/New Business Requests are to be used when Interpath makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet Interpath's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

1.1        A Bona Fide Request/New Business Request shall be submitted in writing by Interpath and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Interpath's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to Interpath's Account Executive.

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Attachment 10

**Performance Measurements**

# PERFORMANCE MEASUREMENT

## TABLE OF CONTENTS

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## PRE-ORDERING (PO)

| Function: | Average Response Interval for Pre-Ordering Information & OSS Interface Availability |
|---|---|
| Measurement Overview: | As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, the current products and features the customer has, and the validity of the street address. Typically, this type of information is gathered from supporting OSSs while the customer (or potential customer) is on the telephone with the customer service agent. Pre-ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for CLECs to obtain the pre-ordering information necessary to establish and modify service. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience (compared to BST) when a retail customer calls the CLEC with a service inquiry. |
| Measurement Methodology: | **1. Average Response Interval = $\sum$ [ (Query Response Date & Time) - (Query Submission Date & Time) ] / (Number of Queries Submitted in Reporting Period)**<br><br>The response interval for each pre-ordering query is determined by computing the elapsed time from BST receipt of a query from the CLEC, whether or not syntactically correct, to the time BST returns the requested data to the CLEC. Elapsed time is accumulated for each major query type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by BST during the reporting period.<br><br>**Objective:**<br><br>Average response time per transaction for a query for appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). The query interval starts with the request message leaving the CLEC and ends with the response message arriving at the CLEC.<br><br>**2. OSS Interface Availability = (Actual Availability) / (Scheduled Availability) X 100**<br><br>**Objective:**<br><br>Percent of times OSS interface is <u>actually</u> available compared to <u>scheduled</u> availability. |

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| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • Not carrier specific.<br>• Not product/service specific. | • None |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• Query Type (per reporting dimension)<br>• Response interval<br>• Regional Scope | • Report Month<br>• Query Type (per reporting dimension)<br>• Response interval<br>• Regional Scope |

### RNS Response Times

| System | < 2.3 Sec. | > 6 Sec. | Avg. Sec. | # of Calls |
|---|---|---|---|---|
| RSAG | | | | |
| - by TN | x | x | x | x |
| - by ADDR | x | x | x | x |
| ATLAS | x | x | x | x |
| DSAP | x | x | x | x |
| CSR | x | x | x | x |
| PSIMS/COFFI | x | x | x | x |

### LENS Response Times

| System | < 2.3 Sec. | > 6 Sec. | Avg. Sec. | # of Calls |
|---|---|---|---|---|
| RSAG | | | | |
| - by TN | x | x | x | x |
| - by ADDR | x | x | x | x |
| ATLAS | x | x | x | x |
| DSAP | x | x | x | x |
| CSR | x | x | x | x |
| PSIMS/COFFI | x | x | x | x |

### EC-LITE Response Times

| System | < 2.3 Sec. | > 6 Sec. | Avg. Sec. | # of Calls |
|---|---|---|---|---|
| RSAG | | | | |
| - by TN | x | x | x | x |
| - by ADDR | x | x | x | x |
| ATLAS | x | x | x | x |
| DSAP | x | x | x | x |
| CSR | x | x | x | x |
| PSIMS/COFFI | x | x | x | x |

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OSS Interface Availability

| Application | % Availability CLEC | % Availability BST |
|---|---|---|
| LENS | X | X |
| LEO | X | X |
| LESOG | X | X |
| EDI | X | X |
| CLEC TAFI | X | X |
| PSIMS | X | X |
| HAL | X | X |
| BOCRIS | X | X |
| ATLAS/COFFI | X | X |
| RSAG/DSAP | X | X |
| LMOS HOST | X | X |
| SOCS (update) | X | X |

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ORDERING

| Function: | Ordering |
|---|---|
| Measurement Overview: | When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to BST result, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary. Furthermore, the "% jeopardies returned" measure for the CLEC, when reported in comparison to BST result, will gauge whether initial commitments to the CLEC for order processing are as reliable as the commitments BST makes for its own operations. |
| Measurement Methodology: | 1. Firm Order Confirmation Timeliness = $\sum$ [ (Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Acknowledgment) ] / (Number of Service Requests Confirmed in Reporting Period)<br><br>Objective: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation.<br><br>Methodology:<br>• Non-Mechanized Results are based on a 100% sample<br>• Mechanized Results are based on actual data for all orders from the OSS<br><br>2. Reject Interval = $\sum$ [ (Date and Time of Service Request Rejection) - (Date and Time of Service Request Acknowledgment) ] / (Number of Service Requests Rejected in Reporting Period)<br><br>Objective: Reject Interval is the average reject time from receipt of service order request to distribution of rejection.<br><br>Methodology:<br>• Non-Mechanized Results are based on a 100% sample<br>• Mechanized Results are based on actual data for all orders from the OSS<br><br>3. Percent Rejected Service Requests = $\sum$ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.<br><br>Objective: Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions.<br><br>Methodology:<br>• Manual tracking for non flow-through service requests<br>• Mechanized tracking for flow-through service requests |

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**4. Percent Flow-through Service Requests** = $\sum$ (Total of Service Requests that flow-through to the BST OSS) / (Total Number of Service Requests delivered to BST OSS) X 100.

**Objective:** Percent Flow-through Service Requests measures the percentage of orders that utilize BSTs' OSS without manual (human) intervention.

**Methodology:**
- Mechanized tracking for flow-through service requests

**5. Total Service Request Cycle Time** = ( $\sum$ Date & Time CLEC Service Requests placed in queue for completion) - ( $\sum$ Date & Time CLEC Service Requests first reaches BST Interface) / Total Number of Service Requests

**Objective:** The average time it takes to process a CLEC service request, measured from the first time the request reaches the BST interface to the order being placed in queue for completion. Comparisons can be made to equivalent BST cycle times to assure the CLEC of processing parity. Service Request Cycle Time captures both reject and commitment intervals.

**Methodology:**
Mechanized tracking for flow-through orders

**6. Service Requests submissions per request** = $\sum$ (Total Service Requests that flow-through to the BST OSS) + (Total Rejects) / (Total Service Requests Received)

**Objective:** Measures the average number of times the same service request is resubmitted due to changes and/or updates.

**Methodology:**
Mechanized tracking for flow-through service requests

**7. Speed of Answer in Ordering Center** = $\sum$ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.

**Objective:** Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers.

**Methodology:**
Mechanized tracking through LCSC Automatic Call Distributor.

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| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • See Appendix A, item 1<br>• See Appendix A, item 4 | • Firm Order Confirmation Interval - Invalid Service Requests<br>• Rejection Interval<br>• Percent Rejected Service Requests - None<br>• Percent Flow-through Service Requests - Rejected Service Requests<br>• Service Requests canceled by the CLEC<br>• Service Request Activities of BST associated with internal or administrative use of local services. |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• Interval for FOC<br>• Reject Interval<br>• Total number of LSRs<br>• Total number of Errors<br>• Adjusted Error Volume<br>• Total number of flow through service requests<br>• Adjusted number of flow through service requests<br>• Geographic Scope | • Report Month<br>• Interval for FOC<br>• Reject Interval<br>• Total number of LSRs<br>• Total number of Errors<br>• Adjusted Error Volume<br>• Total number of flow through service requests<br>• Adjusted number of flow through service requests<br>• Geographic Scope |

## Firm Order Confirmation Timeliness

| | %<10 days | Mechanized | | Non-Mechanized | | Mechanized | | Non-Mechanized | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | X | X | X | X |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | | | | |

## Reject Timeliness

| | %<10 days | Mechanized | | Non-Mechanized | | Mechanized | | Non-Mechanized | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | X | X | X | X |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | | | | |

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## Percent Rejected Service Requests

| | %<10 days | Mechanized | | Non-Mechanized | | Mechanized | | Non-Mechanized | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | | | | |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | X | X | X | X |

## Percent Flow-Through Service Requests

| | %<10 days | Mechanized | | Non-Mechanized | | Mechanized | | Non-Mechanized | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | | | | |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | X | X | X | X |

## Service Request Cycle Time

| | %<10 days | Mechanized | | Non-Mechanized | | Mechanized | | Non-Mechanized | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | ≤10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | | | | |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | X | X | X | X |

## Service Request Submissions per Request

| | %<10 days | Mechanized | | Non-Mechanized | | Mechanized | | Non-Mechanized | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | | | | |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | X | X | X | X |

## Speed of Answer in Ordering Center

| | Ave. Answer time (Sec.) / month | Ave. Answer time (Sec.) / year |
|---|---|---|
| LCSC | X | X |

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## PROVISIONING

| Function: | Order Completion Intervals |
|---|---|
| Measurement Overview: | The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues. |
| Measurement Methodology: | 1. Average Completion Interval = $\sum$ [ (Completion Date & Time) - (Order Submission Date & Time) ] / (Count of Orders Completed in Reporting Period)<br><br>2. Order Completion Interval Distribution = $\sum$ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100<br><br>The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST receipt of a syntactically correct order from the CLEC to BST's return of a valid completion notification to the CLEC. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period.<br><br>The distribution of completed orders is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed by the committed due date (as specified on the initial FOC returned to the CLEC). For each reporting dimension, the resulting count of orders completed for each specified time period following the committed due date is divided by the total number of orders completed with the resulting fraction expressed as a percentage.<br><br>**Objective:** Average time from receipt of (confirmed) service request to actual order completion date. Excludes orders where customer requested dates are beyond offered interval.<br><br>**Methodology:**<br>• Mechanized metric from ordering system<br>• If mechanical not available, a (BST & CLEC) statistically validated sample should be used. |

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| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • See Appendix A, item 2 <br> • See Appendix A, item 4 | • Orders where customer requested dates are beyond offered interval |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month <br> • CLEC Order Number <br> • Order Submission Date <br> • Order Submission Time <br> • Order Completion Date <br> • Order Completion Time <br> • Service Type <br> • Activity Type <br> • Geographic Scope | • Report Month <br> • Average Order Completion Interval <br> • Order Completion by Interval <br> • Service Type <br> • Activity Type <br> • Geographic Scope |

## Order Completion Interval Distribution

**Average Completion Interval**

| UNE LOOPS | Same Day | 1 | 2 | 3 | 4 | 5 | >5 | Total | Ave. Completion Interval |
|---|---|---|---|---|---|---|---|---|---|
| Dispatch | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | x | x | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| No Dispatch | | | | | | | | | x |
| < 10 circuits | x | x | x | x | x | x | x | x | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |

| UNE LOOPS w/ ILNP | Same Day | 1 | 2 | 3 | 4 | 5 | >5 | Total | Ave. Completion Interval |
|---|---|---|---|---|---|---|---|---|---|
| Dispatch | | | | | | | | | |
| < 5 circuits | x | x | x | x | x | x | x | x | |
| >= 5 circuits | x | x | x | x | x | x | x | x | x |
| No Dispatch | | | | | | | | | x |
| < 5 circuits | x | x | x | x | x | x | x | x | |
| >= 5 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |

| TRUNKS | 5 Days | 10 | 15 | 20 | 25 | 30 | >30 | Total | Ave. Completion Interval |
|---|---|---|---|---|---|---|---|---|---|
| Dispatch % < 10 days | x | x | x | x | x | x | x | x | x |
| No Dispatch % < 10 days | x | x | x | x | x | x | x | x | x |

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## Order Completion Interval Distribution

### Average Completion Interval

| RESALE RESIDENCE | Same Day | 1 | 2 | 3 | 4 | 5 | >5 | Total | Ave. Completion Interval |
|---|---|---|---|---|---|---|---|---|---|
| Dispatch | | | | | | | | | |
| LCSC orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |
| BST orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| No Dispatch | | | | | x | x | x | x | x |
| LCSC orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |
| BST orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |

| RESALE BUSINESS | Same Day | 1 | 2 | 3 | 4 | 5 | >5 | Total | Ave. Completion Interval |
|---|---|---|---|---|---|---|---|---|---|
| Dispatch | | | | | | | | | |
| LCSC orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |
| BST orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| No Dispatch | | | | | | | | | x |
| LCSC orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |
| BST orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |

| RESALE SPECIALS | Same Day | 1 | 2 | 3 | 4 | 5 | >5 | Total | Ave. Completion Interval |
|---|---|---|---|---|---|---|---|---|---|
| Dispatch | | | | | | | | | |
| LCSC orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |
| BST orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| No Dispatch | | | | x | x | x | x | x | x |
| LCSC orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |
| BST orders | | | | | | | | | |
| < 10 circuits | x | x | x | x | x | x | | | |
| >= 10 circuits | x | x | x | x | x | x | x | x | x |
| | | | | | | | | | x |

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PROVISIONING

| Function: | Held Orders |
|---|---|
| Measurement Overview: | When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST orders. |
| Measurement Methodology: | 1. Mean Held Order Interval = $\sum$ (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.<br><br>This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings in Appendix A, item 2, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.<br><br>(# of Orders Held for $\geq$ 90 days) / (Total # of Orders Pending But Not Completed) X 100.<br><br>(# of Orders Held for $\geq$ 15 days) / (Total # of Orders Pending But Not Completed) X 100.<br><br>This "percentage orders held" measure is complementary to the held order interval but is designed to detect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days, are counted for order type. The total number of pending and past due orders for order type are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days.<br><br>Objective: Average time to detect orders continuing in a "non-complete" state for extended period of time. |

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| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • See Appendix A, item 2<br>• See Appendix A, item 4 | • Any order canceled by the CLEC will be excluded from this measurement.<br>• Orders held for CLEC end user reasons<br>• Orders held for BST end user reasons<br>• Order Activities of BST associated with internal or administrative use of local services. |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• CLEC Order Number<br>• Order Submission Date<br>• Committed Due Date<br>• Service Type<br>• Hold Reason<br>• Geographic Scope | • Report Month<br>• Average Held Order Interval<br>• Standard Error for the Average Held Order Interval<br>• Service Type<br>• Hold Reason<br>• Geographic Scope |

**Mean Held Order Interval**

| | %<10 days | Dispatch | | No-Dispatch | | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | ≤5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | | | | | | | | | |
| >= 90 days | X | | | | | | | | |
| >= 15 days | X | | | | | | | | |
| UNE | | | | | | | | | |
| >= 90 days | | | | | | X | X | X | X |
| >= 15 days | | | | | | X | X | X | X |
| Resale - Residence | | | | | | | | | |
| >= 90 days | | | | | | X | X | X | X |
| >= 15 days | | | | | | X | X | X | X |
| Resale - Business | | | | | | | | | |
| >= 90 days | | | | | | X | X | X | X |
| >= 15 days | | | | | | X | X | X | X |
| Resale - Specials | | | | | | | | | |
| >= 90 days | | | | | | X | X | X | X |
| >= 15 days | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | | | | | | | | |
| >= 90 days | | X | X | X | X | | | | |
| >= 15 days | | X | X | X | X | | | | |

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PROVISIONING

| Function: | Installation Timeliness, Quality & Accuracy |
|---|---|
| Measurement Overview: | The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. Percent Provisioning Troubles within 30 days of Installation measures the quality of installation activities and Percent Order Accuracy measures the accuracy with which services ordered by the CLECs were provided. |
| Measurement Methodology: | 1. **Percent Missed Installation Appointments** = $\sum$ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100<br><br>Percent Missed Installation Appointments is the percentage of total orders processed for which BST notifies the CLEC that the work will not be completed as committed on the original FOC. The measurement result is derived by dividing the count on misses BST issues to the CLEC by the count of FOCs returned by BST during the identical period.<br><br>**Objective:** Percent of orders where completion's are not done by due date on order confirmation. Misses due to competing carrier or end user causes should be aggregated out and indicated.<br><br>**Methodology:**<br>• Mechanized metric from ordering system<br><br>2. **% Provisioning Troubles within 30 days of Installation** = $\sum$ (All Troubles on Services installed $\leq$ 30 days in a calendar month) / (All Installations in same calendar month) X 100<br><br>**Objective:** Measures the quality of completed orders<br><br>**Methodology:**<br>Mechanized metric from ordering system<br><br>3. **Percent Order Accuracy** = ( $\sum$ Orders Completed w/o error) / ( $\sum$ Orders Completed) X 100.<br><br>**Objective:** Measures the accuracy and completeness of BST provisioning or disconnecting service by comparing what was ordered and what was completed.<br><br>**Methodology:**<br>• Non-Mechanized Results are based on an audit of a statistically valid sample<br>• Mechanized Results are based on an audit of a statistically valid sample |

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| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • See Appendix A, item 2 <br> • See Appendix A, item 4 | • None |

| Data Retained Relating to CLEC Experience: | Data Retained Relating to BST Performance: |
|---|---|
| • Report Month <br> • CLEC Order Number <br> • Order Submission Date <br> • Order Submission Time <br> • Status Type <br> • Status Notice Date <br> • Status Notice Time <br> • Standard Order Activity <br> • Geographic Scope | • Report Month <br> • BST Order Number <br> • Order Submission Date <br> • Order Submission Time <br> • Status Type <br> • Status Notice Date <br> • Status Notice Time <br> • Standard Order Activity <br> • Geographic Scope |

### Percent Missed Appointments

| | %<10 days | Dispatch | | No-Dispatch | | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | | | | |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | X | X | X | X |

### Percent Provisioning Troubles within 30 days of Installation

| | %<10 days | Dispatch | | No-Dispatch | | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | | | | |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | X | X | X | X |

### Percent Provisioning Order Accuracy

| | %<10 days | Dispatch | | No-Dispatch | | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|---|---|
| | | <5 ckts | >=5 ckts | <5 ckts | >=5 ckts | <10 ckts | >=10 ckts | <10 ckts | >=10 ckts |
| Trunks | X | | | | | | | | |
| UNE | | | | | | | | | |
| UNE (Specials) | | | | | | X | X | X | X |
| Resale - Residence | | | | | | X | X | X | X |
| Resale - Business | | | | | | X | X | X | X |
| Resale - Specials | | | | | | X | X | X | X |
| UNE - Loops w/LNP | | X | X | X | X | X | X | X | X |

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## MAINTENANCE & REPAIR (MR)

| Function: | Customer Trouble Report Rate |
|---|---|
| Measurement Overview: | This measure can be used to establish that CLECs are not competitively disadvantaged, compared to BST, as a result of experiencing more frequent incidents of trouble reports. |
| Measurement Methodology: | 1. **Customer Trouble Report Rate = (Count of Initial & Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100.** *Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.*<br><br>The frequency of trouble metric is computed by accumulating the total number of maintenance tickets logged by a CLEC (with BST) during the reporting period. The resulting number of tickets is divided by the total number of "service access lines" existing for the CLEC at the end of the report period.<br><br>**Objective:** Initial customer direct or referred troubles reported within a calendar month where cause is in the network (not customer premises equipment, inside wire, or carrier equipment) per 100 lines/circuits in service.<br><br>**Methodology:** Mechanized metric trouble reports and lines in service captured in maintenance database(s). |

| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • See Appendix A, item 3<br>• See Appendix A, item 4 | • Trouble tickets canceled at the CLEC request<br>• BST trouble reports associated with administrative service<br>• Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• CLEC Ticket Number<br>• Ticket Submission Date<br>• Ticket Submission Time<br>• Ticket Completion Time<br>• Ticket Completion Date<br>• Service Type<br>• WTN or CKTID (a unique identifier for elements combined in a service configuration)<br>• Disposition and Cause<br>• Geographic Scope | • Report Month<br>• BST Ticket Number<br>• Ticket Submission Date<br>• Ticket Submission Time<br>• Ticket Completion Time<br>• Ticket Completion Date<br>• Service Type<br>• WTN or CKTID (a unique identifier for elements combined in a service configuration)<br>• Disposition and Cause<br>• Geographic Scope |

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## Customer Trouble Report Rate

| | ALL | Dispatch | No-Dispatch | Dispatch | | No-Dispatch | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| | | | | Residence | Business | Residence | Business |
| Interconnection Trunks | X | | | | | | |
| UNE | | X | X | | | | |
| Resale | | | | | | | |
| Resale - Specials | X | | | X | X | X | X |

Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.

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## MAINTENANCE & REPAIR (MR)

| Function: | Missed Repair Appointments |
|---|---|
| Measurement Overview: | When this measure is collected for BST and CLEC and then compared, it can be used to establish that CLECs are receiving equally reliable (as compared to BST operations) estimates of the time required to complete service repairs. |
| Measurement Methodology: | 2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.<br><br>Percent of trouble reports not cleared by date and time committed. Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.<br><br>Objective: This measurement is designed to show parity between CLECs and BST in the handling of repair appointments.<br><br>Methodology: Mechanized metric from maintenance database(s). |

| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • See Appendix A, item 3<br>• See Appendix A, item 4 | • Trouble tickets canceled at the CLEC request<br>• BST trouble reports associated with administrative service<br>• Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• CLEC Ticket Number<br>• Ticket Submission Date<br>• Ticket Submission Time<br>• Ticket Completion Time<br>• Ticket Completion Date<br>• Service Type<br>• WTN or CKTID (a unique identifier for elements combined in a service configuration)<br>• Disposition and Cause<br>• Geographic Scope | • Report Month<br>• BST Ticket Number<br>• Ticket Submission Date<br>• Ticket Submission Time<br>• Ticket Completion Time<br>• Ticket Completion Date<br>• Service Type<br>• WTN or CKTID (a unique identifier for elements combined in a service configuration)<br>• Disposition and Cause<br>• Geographic Scope |

### Missed Repair Appointments

| | ALL | Dispatch | No-Dispatch | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|
| | | | | Residence | Business | Residence | Business |
| Interconnection Trunks | | | | | | | |
| UNE | | X | X | | | | |
| Resale | | | | X | X | X | X |
| Resale - Specials | | | | | | | |

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration.

## MAINTENANCE & REPAIR (MR)

| Function: | Quality of Repair & Time to Restore |
|---|---|
| Measurement Overview: | This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests. |
| Measurement Methodology: | **3. Out of Service > 24 Hours** = (Total Repeat Troubles > 24 Hours) / (Total Troubles) X 100<br><br>**4. Percent Repeat Troubles within 30 Days** = (Total Repeated Trouble Reports within 30 Days) / (Total Troubles) X 100<br><br>**5. Maintenance Average Duration** = (Total Duration Time) / (Total Troubles)<br><br>For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours.<br><br>For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported.<br><br>For Average Duration: Average time from receipt of a trouble until trouble is status cleared<br><br>**Objective:** These measurements are used to demonstrate quality of maintenance and repair.<br><br>**Methodology:** Mechanized metric from maintenance database(s). |

| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • See Appendix A, item 3.<br>• See Appendix A, item 4. | • Trouble tickets canceled at the CLEC request<br>• BST trouble reports associated with administrative service<br>• Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• Total Tickets<br>• CLEC Ticket Number<br>• Ticket Submission Date<br>• Ticket Submission Time<br>• Ticket Completion Time<br>• Ticket Completion Date<br>• Total Duration Time<br>• Service Type<br>• WTN or CKTID (a unique identifier for elements combined in a service configuration)<br>• Disposition and Cause<br>• Geographic Scope | • Report Month<br>• Total Troubles<br>• Percentage of Customer Troubles Out of Service > 24 Hours<br>• Total and Percent Repeat Trouble Reports with 30 Days<br>• Total Duration Time<br>• Service Type<br>• Disposition and Cause<br>• Geographic Scope |

**Out of Service more than 24 Hours**

| | ALL | Dispatch | No-Dispatch | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|
| | | | | Residence | Business | Residence | Business |
| Interconnection Trunks | | | | | | | |
| UNE | | X | X | | | | |
| Resale | | | | X | X | X | X |
| Resale - Specials | | | | | | | |

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration

**Repeat Trouble Reports within 30 days of Installation (or New Service Failure Rate - see note below)**

| | ALL | Dispatch | No-Dispatch | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|
| | | | | Residence | Business | Residence | Business |
| Interconnection Trunks | X | | | | | | |
| UNE | | X | X | | | | |
| Resale | | | | X | X | X | X |
| Resale - Specials | X | | | | | | |

Note: The appropriate measurement for both interconnection trunking and Resale - Specials is the "New Service Failure Rate"

**Maintenance Average Duration**

| | ALL | Dispatch | No-Dispatch | Dispatch | | No-Dispatch | |
|---|---|---|---|---|---|---|---|
| | | | | Residence | Business | Residence | Business |
| Interconnection Trunks | X | | | | | | |
| UNE | | X | X | | | | |
| Resale | | | | X | X | X | X |
| Resale - Specials | X | | | | | | |

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## MAINTENANCE & REPAIR (MR)

| Function: | Average Answer Time - Repair Centers |
|---|---|
| Measurement Overview: | • This measure demonstrates an average response time for the CLEC agent attempting to contact their BST representative |
| Measurement Methodology: | 6. Average Answer Time for UNE Center, RRC & BRC = (Total time in seconds for UNE Center, RRC & BRC response) / (Total number of calls) by reporting period<br><br>Objective: This measure supports monitoring that BSTs handling of support center calls from CLECs is at least in parity with support center calls by BST's retail customer.<br><br>Methodology: Mechanized report from Repair Center Automatic Call Distributors. |

### Average Answer Time for Repair Center

| | Ave. Answer time (Sec.) / month | Ave. Answer time (Sec.) / year |
|---|---|---|
| UNE Center | X | X |
| RRC | X | X |
| BRC | X | X |

## MAINTENANCE & REPAIR (MR)

| Function: | Legacy System Access Times |
|---|---|
| Measurement Overview: | • This measure demonstrates an average response time from the BST Maintenance System (TAFI) to access BST's Legacy Repair OSS. |
| Measurement Methodology: | 1. Legacy System Access Times = Access Times in increments of ≤ 4 secs., > 4 & ≤ 6 secs., ≤ 10 secs., > 10 secs., and > 30 secs. for CLEC TAFI and BST TAFI<br><br>Objective: This measure demonstrates parity between the CLECs and BST for OSS response times for Maintenance and Repair.<br><br>Methodology: Mechanized report from OSSs |

### Legacy System Access Times

| Transaction Name | ≤ 4 secs | | | > 4 & ≤ 6 secs | | | ≤ 10 secs | | | > 10 secs | | | > 30 secs | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CLEC | BST BUS | BST RES | CLEC | BST RES | BST BUS | CLEC | BST RES | BST BUS | CLEC | BST RES | BST BUS | CLEC | BST RES | BST BUS |
| CRIS | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| DLETH | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| DLR | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| JMOS | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| LMOS | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| LMOSupd | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| MARCH | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Predictor | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| SOCS | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| LNP | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |

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**BILLING**

| Function: | Invoice Accuracy & Timeliness |
|---|---|
| Measurement Overview: | The accuracy of billing records (both usage and invoices) delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists. |
| Measurement Methodology: | 1. Invoice Accuracy = [ (Number of Invoices Delivered in the Reporting Period that Have Complete Information, Reflect Accurate Calculations and are Properly Formatted) / (Total Number of Invoices Issued in the Reporting Period) ] X 100<br><br>2. Mean Time to Deliver Invoices = $\sum$ [ (Invoice Transmission Date) - (Date of Scheduled Bill Cycle Close) ] / (Count of Invoices Transmitted in Reporting Period)<br><br>Invoice Accuracy: The completeness of content, accuracy of information and conformance of formatting will be determined based upon the terms of the individual CLEC interconnection agreements with BST.<br><br>Mean Time to Deliver Invoices: This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and BST's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes. The number of calendar days elapsed between scheduled Bill Cycle close and completion of invoice transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each invoice with the resulting total number of days accumulated being divided by the number of complete invoices sent in the reporting period.<br><br>Objective: Measures the percentage and mean time of billing records delivered to CLEC in agreed upon format and with the complete agreed upon content (includes time and material and other non-recurring charges).<br><br>Methodology: To be determined |

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| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • Wholesale Bill Invoices (TSR)<br>• Unbundled Element Invoices (UNE) | • Any invoices rejected due to formatting or content errors |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• Invoice Type<br>• Mean Delivery Interval<br>• Standard Error of Delivery Interval<br>• Accuracy | |

**Invoice Accuracy**

| | Total Invoices Delivered | Total Invoices Delivered per EMR | % Accuracy |
|---|---|---|---|
| CLEC | X | X | X |

**Mean Time to Deliver Invoices**

To Be Determined

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## OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS, DA)

| Function: | Average Speed to Answer |
|---|---|
| Measurement Overview: | The speed of answer delivered to CLEC retail customers, when BST provides Operator Services or Directory Services on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers for equivalent local services. |
| Measurement Methodology: | 1. Average Speed to Answer (DA) = <br><br>(# of Calls Answered Within 12 Seconds) / (Total DA Calls) X 100<br><br>2. Mean Time to Answer<br><br>3. Average Speed to Answer (OS) =<br><br>(# of Calls Answered Within 2 and 10 Seconds) / (Total OS Calls) X 100<br><br>4. Mean Time to Answer<br><br>Objective:  Measures the percent and mean time a call is answered by an OS or DA operator in a predefined timeframe<br><br>Methodology:<br>• Reported in the aggregate<br>• Not Carrier Specific |

| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • Operator Services in Aggregate<br>• Directory Assistance in Aggregate<br>• Processing Method (human versus machine processes) | • Call abandoned by customers prior to answer by the BST OS or DA operator |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Month<br>• Call Type (OS or DA)<br>• Mean Speed of Answer<br>• Standard Error for Mean Speed of Answer | • Month<br>• Call Type (OS or DA)<br>• Mean Speed of Answer<br>• Standard Error for Mean Speed of Answer |

### Average Speed to Answer

| | Average Mean Time to Answer | % Calls Answered within 12 seconds | % Calls Answered within 10 seconds |
|---|---|---|---|
| Directory Assistance | X | X | |
| Operator Services | X | | X |

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E911

| Function: | Timeliness and Accuracy |
|---|---|
| Business Implications: | • In the interest of public safety, it is BellSouth's goal to maintain 100% accuracy in the E911 database for both CLEC's customers and BST's retail customers and to have zero errors in processing orders for E911 database updates.<br>• CLECs that purchase UNEs or provide local service as a facility-based provider are responsible for the accuracy of their data that is input in the E911 database.<br>• As part of BSTs effort to maintain 100% accuracy of the E911 database, data verification parameters and requirements for all companies that submit E911 inputs will be reviewed and modified accordingly to ensure the highest integrity.<br>• These measurements were developed to ensure parity between the processing and accuracy of E911 database orders for both the CLEC's customers and BST's retail customers. |
| Measurement Methodology: | 1. E911 Timeliness = ∑ (Number of Orders missed in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100<br><br>Ojective: Measures the percentage of missed due dates of 911 database updates<br><br>Methodology:<br>Mechanized metric from ordering system<br><br>2. E911 Accuracy = ∑ \|Total number of SOIRs with errors generated from Daily TN activity (based on the E911 Local Exchange Carrier Guide for Facility-Based Providers) \| / (Total number of SOIR orders for E911 updates) X 100<br><br>Objective: Measures the percentage of accurate 911 database updates<br><br>Methodology:<br>Mechanized metric from ordering system |

| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • CLECs in Aggregate<br>• BST in Aggregate<br>• See Appendix A, item 4 | • Any order canceled by the CLEC will be excluded from this measurement.<br>• Order Activities of BST associated with internal or administrative use of local services |
| **Data Retained Relating to CLEC Experience:** | **Data Retained Relating to BST Performance:** |
| • Report Month<br>• CLEC Order Number<br>• Order Submission Date<br>• Order Submission Time<br>• Error Type<br>• Error Notice Date<br>• Error Notice Time<br>• Standard Order Activity<br>• Geographic Scope | • Report Month<br>• Error Type<br>• Average number of error<br>• Standard Order Activity<br>• Geographic Scope |

E911 Timeliness and Accuracy

|  | CLEC | BST |
|---|---|---|
| % E911 Orders Missed | X | X |
| % E911 Accurate Orders | X | X |

Trunking (T)

| Function: | Interconnection Trunking Performance |
|---|---|
| Measurement Overview: | In order to insure quality service to the CLECs as well as protecting the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network. |
| Measurement Methodology: | 1. CLEC Trunk Group Service Report - Contains the service performance results of final trunk groups between the CLEC switch and a BST tandem or end office.<br><br>2. BellSouth CTTG Blocking Report - Contains the trunk blocking results of final trunk groups between the BST end office and BST access tandem.<br><br>3. Local Network Trunk Group Service Report - Contains the service performance results of final trunk groups in the BST local service tier of the network.<br><br>4. BellSouth Local Network Blocking Report - Contains the trunk blocking results of final trunk groups in the BST local service tier of the network.<br><br>Methodology: The data are processed weekly through a mechanized system which calculates the percentage blocking during the time-consistant busy hour (TCBH). The TCBH is defined as the identical hour each day during which, over a number of days, the highest average traffic is measured. |

| Reporting Dimensions: | Excluded Situations: |
|---|---|
| • BST trunk groups<br>• CLEC trunk groups | • N/A |
| Data Retained Relating to CLEC Experience: | Data Retained Relating to BST Performance: |
| • N/A | • N/A |

CLEC Trunk Group Service Report

**CLEC TRUNK GROUP SERVICE REPORT MONTHLY SUMMARY**

| BST ORDERED | AL | GA | KY | LA | MS | NC | NF | SC | SF | TN | TOTAL | TOTAL w/o GA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Trunk Groups: | x | x | x | x | x | x | x | x | x | x | x | x |
| Trk Grps Meas/Proc: | x | x | x | x | x | x | x | x | x | x | x | x |
| Tot Grps > 3% NC this report | x | x | x | x | x | x | x | x | x | x | x | x |
| PCT1 | x | x | x | x | x | x | x | x | x | x | x | x |

| CLEC ORDERED | AL | GA | KY | LA | MS | NC | NF | SC | SF | TN | TOTAL | TOTAL w/o GA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Trunk Groups: | x | x | x | x | x | x | x | x | x | x | x | x |
| Trk Grps Meas/Proc: | x | x | x | x | x | x | x | x | x | x | x | x |
| Tot Grps > 3% NC this report | x | x | x | x | x | x | x | x | x | x | x | x |
| PCT1 | x | x | x | x | x | x | x | x | x | x | x | x |

| TOTAL | AL | GA | KY | LA | MS | NC | NF | SC | SF | TN | TOTAL | TOTAL w/o GA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Trunk Groups: | x | x | x | x | x | x | x | x | x | x | x | x |
| Trk Grps Meas/Proc: | x | x | x | x | x | x | x | x | x | x | x | x |
| Tot Grps > 3% NC this report | x | x | x | x | x | x | x | x | x | x | x | x |
| PCT1 | x | x | x | x | x | x | x | x | x | x | x | x |

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**BellSouth CTTG Blocking Report**

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| BELLSOUTH CTTG BLOCKING REPORT - SUMMARY | | | | | | | | | | |
| GROUPS EXCEEDING MBT | | | | | | | | | | |
| PROCESS DATE | | | | | | | | | | |
| TGSN | TANDEM | END OFFICE | DESCRPT | STUDY PERIOD | OBSVD BLKG | HR | TKS | VAL DAYS | NBR RPTS | RMKS |
| x | x | x | x | x | x | x | x | x | x | x |

**Local Network Trunk Group Service Report**

| | AL | GA | KY | LA | MS | NC | NF | SC | SF | TN | TOTAL | TOTAL w/o GA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LOCAL NETWORK TRUNK GROUP SERVICE REPORT | | | | | | | | | | | | |
| MONTHLY SUMMARY | | | | | | | | | | | | |
| Total Trunk Groups: | x | x | x | x | x | x | x | x | x | x | x | x |
| Trk Grps Meas/Proc: | x | x | x | x | x | x | x | x | x | x | x | x |
| Tot Grps > 3% NC this report | x | x | x | x | x | x | x | x | x | x | x | x |
| PCT1 | x | x | x | x | x | x | x | x | x | x | x | x |

**BellSouth Local Network Blocking Report**

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| BELLSOUTH LOCAL NETWORK BLOCKING REPORT - SUMMARY | | | | | | | | | | |
| GROUPS EXCEEDING MBT | | | | | | | | | | |
| PROCESS DATE | | | | | | | | | | |
| A-END | Z-END | DESCRPT | TGSN | STUDY PERIOD | OBSVD BLKG | HR | TKS | VAL DAYS | NBR RPTS | RMKS |
| x | x | x | x | x | x | x | x | x | x | x |

**APPENDIX A**

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| ITEM # | DESCRIPTION |
|---|---|
| 1. Carrier Specific - Reported on a per order basis | • Interconnection Trunks - average response time, percent less than 10 days.<br>• UNE - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders.<br>• UNE (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders.<br>• Resale Residential & Business - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders.<br>• Resale (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders.<br>• UNE (Unbundled Loops w/ interim telephone number portability) - less than 5 and 5 or more, mechanized orders and non-mechanized orders. |
| 2. Reported by Carrier on a per order basis | UNE: by groups of lines on single order. Separately tracked for dispatch and non-dispatch as follows:<br>• Local Interconnection Trunks<br>• Resale (Residence): by groups of lines on single order similar to UNE (POTS)<br>• Resale (Business) - by groups of lines on single order similar to UNE (POTS)<br>• Resale (Specials) - by groups of lines on single order similar to UNE (POTS)<br>• UNE (Unbundled Loops w/ interim telephone number portability) . |
| 3. Carrier Specific - Reported on a per order basis | • UNE - Dispatched, Not Dispatched, and misses where the competing carrier or end user causes the missed appointment.<br>• Resale Residence & Business Dispatched, Not Dispatched - All misses, denoting misses, where the competing carrier or end user caused the missed appointment.<br>• Interconnection Trunks<br>• Resale Specials |
| 4. Geographic Scope | • State and Regional level unless otherwise specified |

**Attachment 11**

**Rates**

## NORTH CAROLINA

## PRICING

1. **General Principles**

   All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the North Carolina Utilities Commission.

2. **Local Service Resale**

   The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in North Carolina.

   |   |   |
   |---|---|
   | Residential Service | 21.50% |
   | Business Service: | 17.60% |

3. **Unbundled Network Elements**

   The interim prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

   The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6.      ## Local Number Portability

The interim prices for interim number portability are set forth in Table 2.

7.      ## Recorded Usage Data

The interim prices for recorded usage data are set forth in Table 3.

8.      ## Electronic Interfaces

All costs incurred by BellSouth to include implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the North Carolina Utilities Commission to initiate a separate hearing to address the matter.

9.      ## True-up

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1.      The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2.      The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

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Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3.   A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a)   BellSouth and CLEC is entitled to be a full party to the proceeding;

   (b)   It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c)   It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4.   CLEC shall retain its ability under Section 252(I) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

10.   **Operational Support Systems (OSS) Rates**

| OPERATIONAL SUPPORT SYSTEMS (OSS) RATES | | | | |
|---|---|---|---|---|
| | Interactive Ordering and Trouble Maintenance System | | OSS Order Charge (per end user account) | |
| | Non-Recurring Establishment Charge | Recurring Charge, per month | Charge per order | Surcharge for manually placed orders |
| NORTH CAROLINA | $100.00 | $50.00 | $10.80 | $22.00 |

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The Rates for Operational Support mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the North Carolina Utilities Commission.

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**TABLE 1**

## BELLSOUTH/CLEC INTERIM RATES-NORTH CAROLINA
## UNBUNDLED NETWORK ELEMENTS
### ( Rates are subject to true-up)

| NID | |
|---|---|
| NRC - NID per 2-Wire Loops--Manual Svc Order--1st | NA |
| NRC - NID per 2-Wire Loops--Manual Svc Order--Add'l | NA |
| NRC - NID per 2-Wire Loops--Manual Svc Order--Disconnect | NA |
| NRC - NID per 4-Wire Loops--Manual Svc Order--1st | NA |
| NRC - NID per 4-Wire Loops--Manual Svc Order--Add'l | NA |
| NRC - NID per 4-Wire Loops--Manual Svc Order--Disconnect | NA |
| NID (all types), per month | $0.52 |
| NID per 2-Wire Analog VG Loop, Per Month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire Analog VG Loop, Per Month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire ISDN Digital VG Loop, Per Month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo. | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire 56 or 64 Kbps Dig Grade Loop | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |

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|---|---|
| NRC - Disconnect Chg - Add'l | NA |
| Nonrecurring Charge - customer transfer, feature additions, changes (1) | NA |
| **LO** | |
| 2-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire Analog VG Loop (Customized), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 4-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire ISDN Digital Grade Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire ADSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 4-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **LOOP, INCLUDING NID** | |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--1st | NA |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--Add'l | NA |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--1st | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--Add'l | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order—Disconnect | NA |
| 2-Wire Analog VG Loop, per month | $16.71 |
| NRC - 1st | $86.50 |
| NRC - Add'l | $27.80 |
| 2-Wire Analog VG Loop-SL1, per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| 2-Wire Analog VG Loop-SL1-Manual Order Coord | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| 2-Wire Analog VG Loop-SL2, per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |

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|---|---|
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **2-Wire Analog VG Loop (Standard), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **2-Wire Analog VG Loop (Customized), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **4-Wire Analog VG Loop, per month** | $27.20 |
| NRC - 1st | $86.50 |
| NRC - Add'l | $27.80 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **4-Wire Analog VG Loop (Standard), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **2-Wire ISDN Digital Grade Loop, per month** | $27.20 |
| NRC - 1st | $276.96 |
| NRC - Add'l | $234.99 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **2-Wire ISDN Digital Grade Loop (Standard), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month** | $17.00 |
| NRC - 1st | $280.15 |
| NRC - Add'l | $243.91 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **2-Wire ADSL Loop (Standard), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month** | $17.00 |
| NRC - 1st | $280.15 |
| NRC - Add'l | $243.91 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **2-Wire HDSL Loop (Standard), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month** | $27.20 |
| NRC - 1st | $291.43 |

| | |
|---|---|
| NRC - Add'l | $255.46 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **4-Wire HDSL Loop (Standard), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **4-Wire DS1 Digital Loop, per month** | $151.50 |
| NRC - 1st | $568.96 |
| NRC - Add'l | $335.56 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Addl | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **4-Wire 56 or 64 Kbps Dig Grade Loop, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **Unbundled Loops via IDLC** | To be negotiated |
| | |
| **SUB-LOOPS** | |
| **Sub-Loop 2-Wire Analog** | NA |
| **Loop Feeder per 2-Wire Analog VG Loop, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **Loop Concentration - Channelization Sys (Outside CO), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| Working Plug-In 2-Wire, NRC 1st | NA |

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| | |
|---|---|
| Working Plug-In 2-Wire, NRC Add'l | NA |
| Loop Concentration - Remote Terminal Cabinet (Outside CO) | NA |
| Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **Loop Channelization System (Inside C.O.)** | |
| Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month | $400.00 |
| NRC - 1st | $365.92 |
| NRC - Add'l | $89.04 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - Disconnect | NA |
| CO Channel Interface-2-Wire VG Per Circuit, Per Month | $1.15 |
| NRC - 1st | $6.04 |
| NRC - Add'l | $5.81 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)** | |
| 2-Wire Analog Line Port (Res., Bus.), per month | $2.00 |
| NRC - 1st (all types) | $24.04 |
| NRC - Add'l (all types) | $9.05 |
| NRC - 1st (Residence) | NA |
| NRC - Add'l (Residence) | NA |
| NRC - 1st (Business) | NA |
| NRC - Add'l (Business) | NA |
| NRC - 1st (PBX) | NA |
| NRC - Add'l (PBX) | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - Disconnect | NA |
| 4-Wire Analog VG Port, per month | $3.15 |
| NRC - 1st | $24.17 |
| NRC - Add'l | $9.63 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - Disconnect | NA |
| 2-Wire DID Port, per month | $12.68 |
| NRC - 1st | $50.00 |
| NRC - Add'l | $18.00 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |

| | |
|---|---|
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| **4-Wire DID Port, per month** | $120.00 |
| NRC - 1st | $145.00 |
| NRC - Add'l | $126.09 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| **4-Wire DS1 Port w/DID capability, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **2-Wire ISDN Port(2) (3), per month** | $12.50 |
| NRC - 1st | $75.81 |
| NRC - Add'l | $56.91 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| NRC - User Profile per B Channel (4) | NA |
| **4-Wire ISDN Port, per month** | $246.00 |
| NRC - 1st | $113.86 |
| NRC - Add'l | $95.80 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| **4-Wire ISDN DS1 Port, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| **2-Wire Analog Line Port (PBX), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| **2-Wire Analog Hunting, per line per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **Coin Port, per month** | NA |
| NRC - 1st | NA |

| | |
|---|---|
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| **Vertical Features** | |
| Local Switching Features offered with Port, Per month (5) | |
| Subsequent Order Charge—Electronic | NA |
| Subsequent Order Charge--Incremental Cost--Manual Svc Order | NA |
| **Unbundled End Office Switching (Port Usage)** | |
| End Office Switching Function, per mou | $0.004 |
| End Office Switching Function, add'l mou (6) | NA |
| End Office Interoffice Trunk Port—Shared, per mou | NA |
| **Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)** | |
| Tandem Switching Function per mou | $0.0015 |
| Tandem Interoffice Trunk Port--Shared per mou | NA |
| Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.) | NA |
| **UNBUNDLED TRANSPORT** | |
| **Common (Shared) Transport** | |
| Common (Shared) Transport per mile per mou | $0.00004 |
| Common (Shared) Transport Facilities Termination per mou | $0.00036 |
| **Interoffice Transport - Dedicated - VG** | |
| Interoffice Transport - Dedicated - 2-Wire VG - per mile | NA |
| Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost—Manual Svc Order-Disconnect--Addl | NA |
| **Interoffice Transport - Dedicated - DS0 - 56/64 KBPS** | |
| Interoffice Transport - Dedicated - DS0 - per mile per month | $3.95 |
| Interoffice Transport - Dedicated - DS0 - facilities termination per month | $38.37 |
| NRC - 1st | $24.01 |
| NRC - Add'l | $24.01 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl | NA |
| **Interoffice Transport - Dedicated - DS1** | |
| Interoffice Transport - Dedicated - DS1 - per mile per month | $23.00 |
| Interoffice Transport - Dedicated - DS1 - facilities termination per month | $90.00 |
| NRC - 1st | $100.49 |
| NRC - Add'l | $100.49 |

| | |
|---|---|
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost–Manual Svc Order - 1st | NA |
| NRC - Incremental Cost–Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost–Manual Svc Order-Disconnect–1st | NA |
| NRC - Incremental Cost–Manual Svc Order-Disconnect–Addl | NA |
| **Interoffice Transport - Dedicated - DS3** | |
| Interoffice Transport - Dedicated - DS3 - per mile per month | $175.00 |
| Interoffice Transport - Dedicated - DS3 - facilities termination per month | $1,200.00 |
| NRC - 1st | $67.19 |
| NRC - Add'l | $67.19 |
| **Digital Cross Connects (3/3, 3/1, 1/0)** | NA |
| **Unbundled Exchange Access IOC** | |
| 0-8 Miles, Fixed per month | NA |
| Per mile per month | NA |
| NRC 1st | NA |
| NRC Add'l | NA |
| 9-25 Miles, Fixed per month | NA |
| Per mile per month | NA |
| NRC 1st | NA |
| NRC Add'l | NA |
| Over 25 Miles, Fixed per month | NA |
| Per mile per month | NA |
| NRC 1st | NA |
| NRC Add'l | NA |
| **Local Channel - Dedicated** | |
| Local Channel - Dedicated - 2-Wire VG | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost–Manual Svc Order - 1st | NA |
| NRC - Incremental Cost–Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost–Manual Svc Order-Disconnect | NA |
| Local Channel - Dedicated - 4-Wire VG | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost–Manual Svc Order - 1st | NA |
| NRC - Incremental Cost–Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost–Manual Svc Order-Disconnect | NA |
| Local Channel - Dedicated - DS1 | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost–Manual Svc Order | NA |
| NRC - Incremental Cost–Manual Svc Order-Disconnect | NA |
| | |
| **VIRTUAL COLLOCATION** | |
| Virtual Collocation | Tariff Rates |
| **LOCAL USAGE** | |

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| | |
|---|---|
| Intraoffice per mou | NA |
| Interoffice per mou (assumes 5 miles of transport) | NA |
| LO███████████████████████ (CA██████████████TERMINATION) | |
| End Office Interconnection/Switching, per mou | $.004 |
| Tandem Interconnection/Switching, per mou | $.0015 |
| Tandem Interconnection (assumes 5 miles of transport per mou) | NA |
| Transport | Network element prices for shared/common and dedicated transport apply as appropriate. |
| Tandem Switch + Transport | NA |
| Combined Tandem Switch Interconnection | NA |
| Multi-tandem Interconnection | NA |
| 800 ACCESS TEN DIGIT SCREENING SERVICE | |
| 800 Access Ten Digit Screening (all types), per call (7) | NA |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query | $0.00365 |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query | $0.00431 |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query | $0.00383 |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query | $0.00431 |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message | NA |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message | NA |
| Reservation Charge per 800 number reserved–NRC - 1st | $27.00 |
| Reservation Charge per 800 number reserved–NRC - Add'l | $0.50 |
| Per 800 # Established w/o POTS (w/800 No.) Translations | |
| NRC - 1st | $61.00 |
| NRC - Add'l | $1.50 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Per 800 # Established with POTS Translations | |
| NRC - 1st | $61.00 |
| NRC - Add'l | $1.50 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Customized Area of Service per 800 Number | |
| NRC - 1st | $3.00 |
| NRC - Add'l | $1.50 |
| | |
| Multiple Inter LATA Carrier Routing per Carrier Requested per 800 # | |
| NRC - 1st | $3.50 |
| NRC - Add'l | $2.00 |
| Change Charge per request | |
| NRC - 1st | $41.00 |
| NRC - Add'l | $0.50 |
| Call Handling and Destination Features - NRC | $3.00 |

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|---|---|
| Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order | NA |
| Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order | NA |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order | NA |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC | NA |
| **LINE INFORMATION DATABASE ACCESS (LIDB)** | |
| LIDB Common Transport per query | $0.0003 |
| LIDB Validation per query | $0.03800 |
| LIDB Validation per message | NA |
| LIDB Originating Point Code Establishment or Change - NRC | $91.00 |
| LIDB - Incremental Cost - Manual Svc Order - NRC | NA |
| **CCS7 SIGNALING TRANSPORT SERVICE** | |
| CCS7 Signaling Connection, per link (A link) per month | $155.00 |
| NRC | $510.00 |
| NRC - Disconnect | NA |
| CCS7 Signaling Connection, per link (B link) (also known as D link) per month | $155.00 |
| NRC | $510.00 |
| NRC - Disconnect | NA |
| CCS7 Signaling Termination, per STP port per month | $355.00 |
| CCS7 Signaling Usage, per ISUP message | NA |
| CCS7 Signaling Usage, per TCAP message · | NA |
| CCS7 Signaling Usage Surrogate, per link per LATA per mo (8) | NA |
| CCS7 Signaling - Incremental Cost - Manual Svc Order | NA |
| NRC | NA |
| NRC - Disconnect | NA |
| **OPERATIONAL SUPPORT SYSTEMS** | |
| OSS Interactive Ordering and Trouble Maint, Estab, per user per month | $50.00 |
| NRC | $100.00 |
| OSS OLEC Daily Usage File: Recording, per message | $.008 |
| OSS OLEC Daily Usage File: Message Distribution, per message | $.004 |
| OSS Access Daily Usage File: Message Distribution, per message | $.004 |
| OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned | $54.95 |
| OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned | $54.95 |
| OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message | $.001 |
| OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message · | $.001 |
| OSS Order charge, per electronic order, per end user account | $10.80 |
| Surcharge for manually placed orders, per end user account | $22.00 |
| **OPERATOR CALL PROCESSING** | |
| Oper. Provided Call Handling per min - Using BST LIDB | $1.06 |
| Call Completion Access Termination Charge per call attempt | NA |
| Oper. Provided Call Handling per min - Using Foreign LIDB | $1.06 |
| Call Completion Access Termination Charge per call attempt | NA |
| Operator Provided Call Handling, per call | NA |
| Fully Automated Call Handling per call - Using BST LIDB | $0.09 |
| Fully Automated Call Handling per call - Using Foreign LIDB | $0.09 |

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| INWARD OPERATOR SERVICE | |
|---|---|
| Verification, per minute | NA |
| Verification and Emergency Interrupt, per minute | NA |
| Verification, per call | $0.54 |
| Verification and Emergency Interrupt, per call | $0.65 |
| | |
| DIRECTORY ASSISTANCE SERVICES | |
| Directory Assist Call Completion Access Svc (DACC), per call attempt | $0.036 |
| Call Completion Access Term charge per completed call | NA |
| Number Services Intercept per query | $.0077 |
| Number Services Intercept per Intercept Query Update | NA |
| Directory Assistance Access Service Calls, per call | $0.271744 |
| Recording cost per announcement | NA |
| Loading cost per audio unit | NA |
| **Directory Transport** | |
| Directory Transport - Local Channel DS1, per month | BSTs FCC 1 Sec 9 |
| NRC - 1st | BSTs FCC 1 Sec 9 |
| NRC - Add'l | BSTs FCC 1 Sec 9 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC | BSTs FCC 1 Sec 9 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect | NA |
| Directory Transport - Dedicated DS1 Level Interoffice per mile per mo | BSTs FCC 1 Sec 9 |
| Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo | BSTs FCC 1 Sec 9 |
| NRC - 1st | BSTs FCC 1 Sec 9 |
| NRC - Add'l | BSTs FCC 1 Sec 9 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-1st | BSTs FCC 1 Sec 9 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Add'l | BSTs FCC 1 Sec 9 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l | NA |
| Switched Common Transport per DA Access Service per call | BSTs FCC 1 Sec 9 |
| Switched Common Transport per DA Access Service per call per mile | BSTs FCC 1 Sec 9 |
| Access Tandem Switching per DA Access Service per call | BSTs FCC 1 Sec 9 |
| DA Interconnection, per DA Access Service Call | BSTs FCC 1 Sec 9 |
| Directory Transport-Installation NRC, per trunk or signaling connection | |
| NRC - 1st | BSTs FCC 1 Sec9 |
| NRC - Add'l | BSTs FCC 1 Sec9 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **Directory Assistance Database Service (DADS)** | |
| Directory Assistance Database Service cost per listing | $0.00072 |
| Directory Assistance Database Service, per month | $97.39 |
| **Direct Access to Directory Assistance (DADAS)** | |
| Direct Access to Directory Assistance Service, per month | $5,000.00 |
| Direct Access to Directory Assistance Service, per query | $0.023 |
| Direct Access to Directory Assistance Service, svc estab chg-NRC | $1,000.00 |
| Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect | NA |
| | |

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| INTERIM SERVICE PROVIDER NUMBER PORTABILITY RCF | |
|---|---|
| RCF, per number ported (Business Line), 10 paths | $2.25 |
| RCF, per number ported (Residence Line), 6 paths | $1.15 |
| RCF, per number ported (Business Line), each path | NA |
| RCF, per number ported (Residence Line), each path | NA |
| RCF, per number ported (Res or Bus Line) | NA |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| RCF, add'l capacity for simultaneous call forwarding, per additional path | $0.50 |
| RCF, per service order, per location - NRC - 1st | None |
| RCF, per service order, per location - NRC - Add'l | None |
| RCF, per service order, per location - NRC - Disconnect - 1st | NA |
| RCF, per service order, per location - NRC - Disconnect - Add'l | NA |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY DID | |
| DID per number ported, Residence - NRC | NA |
| DID per number ported, Residence - NRC - Disconnect | NA |
| DID per number ported, Business - NRC | NA |
| DID per number ported, Business - NRC - Disconnect | NA |
| DID per service order, per location - NRC - 1st | NA |
| DID per service order, per location - NRC - Add'l | NA |
| DID per service order, per location - NRC - Disconnect - 1st | NA |
| DID per service order, per location - NRC - Disconnect - Add'l | NA |
| DID, per trunk termination, Initial | NA |
| DID, per trunk termination, Initial - NRC | NA |
| DID, per trunk termination, Initial - Disconnect | NA |
| DID, per trunk termination, Subsequent | NA |
| DID, per trunk termination, Subsequent - NRC | NA |
| DID, per trunk termination, Subsequent - Disconnect | NA |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| ACCESS TO CONDUITS & RIGHTS OF WAY | |
| Access to Poles, per pole, per foot, per year | NA |
| Access to Conduits, per foot, per year | NA |
| Access to Innerduct, per foot, per year | NA |
| AIN | |
| AIN Related Services with mediation, per query | To be negotiated |
| AIN, per message | NA |
| AIN - BellSouth AIN SMS Access Service | NA |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC | NA |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect | NA |

| | |
|---|---|
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC | NA |
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect | NA |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC | NA |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect | NA |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC | NA |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect | NA |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC | NA |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect | NA |
| AIN SMS Access Service - Storage, per unit (100 Kb) | NA |
| AIN SMS Access Service - Session, per minute | NA |
| AIN SMS Access Service - Co. Performed Session, per minute | NA |
| | |
| **AIN - BellSouth AIN Toolkit Service** | NA |
| AIN, Service Creation Tools | NA |
| Service Establishment Charge, per state, initial setup - NRC | NA |
| Service Establishment Charge, per state, initial setup - NRC - Disconnect | NA |
| Training Session, per customer - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect | NA |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC | NA |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC | NA |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, CDP - NRC | NA |
| Trigger Access Charge, per trigger, per DN, CDP - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, Feature Code - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect | NA |
| Query Charge, per query | NA |
| Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query | NA |
| SCP Storage Charge, per SMS Access Acct, per 100 Kb | NA |
| Monthly report - per AIN Toolkit Service Subscription | NA |
| Monthly report - per AIN Toolkit Service Subscription - NRC | NA |
| Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect | NA |
| Special Study - Per AIN Toolkit Service Subscription | NA |
| Special Study - Per AIN Toolkit Service Subscription - NRC | NA |
| Call Event Report - per AIN Toolkit Service Subscription | NA |
| Call Event Report - per AIN Toolkit Service Subscription - NRC | NA |
| Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect | NA |
| Call Event special Study - per AIN Toolkit Service Subseription | NA |
| Call Event special Study - per AIN Toolkit Service Subscription - NRC | NA |
| | |
| **CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER** | |

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| | |
|---|---|
| CNAM, Per Query | NA |
| **DARK FIBER** | |
| Per each four-fiber dry fiber arrangement, NRC 1st | NA |
| Per each four-fiber dry fiber arrangement, NRC Add'l | NA |
| Per each fiber strand per route mile or fraction thereof, per month | NA |
| **SELECTIVE** | |
| Per Line or PBX Trunk, each | NA |
| Per Line or PBX Trunk, NRC | NA |

Note(s):

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.

(4) This rate element is for those states which have a specific rate for User Profile per B Channel.

(5) When CLEC buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charges.)

(6) This rate element is for use in those states with a different rate for additional minutes of use.

(7) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.

(8) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

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| Bona Fide Request/New Business RequestBona Fide Request/New Business Request | |

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**TABLE 2**

# LOCAL NUMBER PORTABILITY

## (all prices are interim at this time)

### Remote Call Forwarding

|  | Monthly Rate | Nonrecurring Charge |
|---|---|---|
| Per Number Ported | | |
| - Residence / 6 paths | $1.15 | - |
| - Business / 10 paths | $2.25 | - |
| Each Additional Path | $0.50 | - |
| Per Order, per end user location | - | None |

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**TABLE 3**

## RECORDED USAGE DATA

### (Interim Rates)

| | |
|---|---|
| Recording Services (only applied to unbundled operator services messages), per message | $.008 |
| Message Processing, per message | $.004 |
| Data Transmission, per message | $.001 |
| Magnetic tape Processing per file | $54.95 |

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# SOUTH CAROLINA

## PRICING

1.　　**General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and South Carolina Public Service Commission.

2.　　**Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in South Carolina.

| | |
|---|---|
| Residential Service | 14.8% |
| Business Service: | 14.8% |

3.　　**Unbundled Network Elements**

The interim prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4.　　**Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in table 1.

5.　　**Ancillary Functions**

5.1　　Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2　　Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section

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224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

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6.  **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7.  **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8.  **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces. The Party requesting a special arrangement for data access should pay the reasonable and demonstrable costs for providing the access. However, if other Parties request the same or similar access and benefit from the development, these other Parties should share the cost, and CLEC would then be refunded on a proportionate share of the costs.

9.  **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up once BellSouth has submitted cost studies as determined by the Commission.

10. **Operational Support Systems (OSS) Rates**

| OPERATIONAL SUPPORT SYSTEMS (OSS) RATES | | | | |
|---|---|---|---|---|
| | Interactive Ordering and Trouble Maintenance System | | OSS Order Charge (per end user account) | |
| | Non-Recurring Establishment Charge | Recurring Charge, per month | Charge per order | Surcharge for manually placed orders |
| SOUTH CAROLINA | $100.00 | $50.00 | $10.80 | $22.00 |

**The Rates for Operational Support Systems mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the South Carolina Public Service Commission.**

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**TABLE 1**

## BELLSOUTH/CLEC INTERIM RATES - SOUTH CAROLINA
## UNBUNDLED NETWORK ELEMENTS
### (Rates are subject to true-up)

| NID | |
|---|---|
| NRC - NID per 2-Wire Loops--Manual Svc Order--1st | NA |
| NRC - NID per 2-Wire Loops--Manual Svc Order--Add'l | NA |
| NRC - NID per 2-Wire Loops--Manual Svc Order--Disconnect | NA |
| NRC - NID per 4-Wire Loops--Manual Svc Order--1st | NA |
| NRC - NID per 4-Wire Loops--Manual Svc Order--Add'l | NA |
| NRC - NID per 4-Wire Loops--Manual Svc Order--Disconnect | NA |
| NID (all types), per month | $0.59 |
| -NID per 2-Wire Analog VG Loop, Per Month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire Analog VG Loop, Per Month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire ISDN Digital VG Loop, Per Month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo. | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | NA |
| NRC - 1st | NA. |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire 56 or 64 Kbps Dig Grade Loop | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |

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| | |
|---|---|
| Nonrecurring Charge - customer transfer, feature additions, changes (1) | NA |
| **LOOP EXCLUDING NID** | |
| 2-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire Analog VG Loop (Customized), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 4-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire ISDN Digital Grade Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire ADSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 4-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **LOOP, INCLUDING NID** | |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--1st | NA |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--Add'l | NA |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--1st | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--Add'l | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order—Disconnect | NA |
| 2-Wire Analog VG Loop, per month | $18.00 |
| NRC - 1st | $51.20 |
| NRC - Add'l | $51.20 |
| 2-Wire Analog VG Loop-SL1, per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| 2-Wire Analog VG Loop-SL1-Manual Order Coord | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| 2-Wire Analog VG Loop-SL2, per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |

| | |
|---|---|
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| 2-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire Analog VG Loop (Customized), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 4-Wire Analog VG Loop, per month | $28.80 |
| NRC - 1st | $51.20 |
| NRC - Add'l | $51.20 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| 4-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire ISDN Digital Grade Loop, per month | $28.80 |
| NRC - 1st | $51.20 |
| NRC - Add'l | $51.20 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| 2-Wire ISDN Digital Grade Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month | $18.00 |
| NRC - 1st | $51.20 |
| NRC - Add'l | $51.20 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| 2-Wire ADSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month | $18.00 |
| NRC - 1st | $51.20 |
| NRC - Add'l | $51.20 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| 2-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| 4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month | $28.80 |

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| | |
|---|---|
| NRC - 1st | $51.20 |
| NRC - Add'l | $51.20 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **4-Wire HDSL Loop (Standard), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **4-Wire DS1 Digital Loop, per month** | $77.39 |
| NRC - 1st | $300.00 |
| NRC - Add'l | $250.00 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Addl | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **4-Wire 56 or 64 Kbps Dig Grade Loop, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **Unbundled Loops via IDLC** | NA |
| | |
| **SUB-LOOPS** | |
| **Sub-Loop 2-Wire Analog** | NA |
| **Loop Feeder per 2-Wire Analog VG Loop, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | NA |
| **Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| **Loop Concentration - Channelization Sys (Outside CO), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |

| | |
|---|---|
| NRC - Incremental Cost—Manual Svc Order - Disconnect | NA |
| Working Plug-In 2-Wire, NRC 1st | NA |
| Working Plug-In 2-Wire, NRC Add'l | NA |
| Loop Concentration - Remote Terminal Cabinet (Outside CO) | NA |
| Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **Loop Channelization System (Inside C.O.)** | |
| Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month | $400.00 |
| NRC - 1st | $525.00 |
| NRC - Add'l | $525.00 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - Disconnect | NA |
| CO Channel Interface-2-Wire VG Per Circuit, Per Month | $1.15 |
| NRC - 1st | $8.00 |
| NRC - Add'l | $8.00 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)** | |
| 2-Wire Analog Line Port (Res., Bus.), per month | $1.99 |
| NRC - 1st (all types) | $3.50 |
| NRC - Add'l (all types) | $3.50 |
| NRC - 1st (Residence) | NA |
| NRC - Add'l (Residence) | NA |
| NRC - 1st (Business) | NA |
| NRC - Add'l (Business) | NA |
| NRC - 1st (PBX) | NA |
| NRC - Add'l (PBX) | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - Disconnect | NA |
| 4-Wire Analog VG Port, per month | $2.28 |
| NRC - 1st | $3.50 |
| NRC - Add'l | $3.50 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - 1st | NA |
| NRC - Incremental Cost—Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order - Disconnect | NA |
| 2-Wire DID Port, per month | $12.08 |
| NRC - 1st | $50.00 |
| NRC - Add'l | $50.00 |
| NRC - Disconnect Chg - 1st | NA |

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| | |
|---|---|
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| **4-Wire DID Port, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| **4-Wire DS1 Port w/DID capability, per month** | $130.23 |
| NRC - 1st | $60.00 |
| NRC - Add'l | $60.00 |
| **2-Wire ISDN Port(2) (3), per month** | $11.73 |
| NRC - 1st | $50.00 |
| NRC - Add'l | $50.00 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| NRC - User Profile per B Channel (4) | NA |
| **4-Wire ISDN Port, per month** | $270.36 |
| NRC - 1st | $75.00 |
| NRC - Add'l | $75.00 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| **4-Wire ISDN DS1 Port, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| **2-Wire Analog Line Port (PBX), per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| **2-Wire Analog Hunting, per line per month** | $0.12 |

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| | |
|---|---|
| NRC - 1st | None |
| NRC - Add'l | None |
| **Coin Port, per month** | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| **Vertical Features** | |
| Local Switching Features offered with Port, Per month | NA |
| Subsequent Order Charge—Electronic | NA |
| Subsequent Order Charge—Incremental Cost--Manual Svc Order | NA |
| **Unbundled End Office Switching (Port Usage)** | |
| End Office Switching Function, per mou | $.00221 |
| End Office Switching Function, add'l mou (5) | NA |
| End Office Interoffice Trunk Port—Shared, per mou | NA |
| **Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)** | |
| Tandem Switching Function per mou | $.003172 |
| Tandem Interoffice Trunk Port—Shared per mou | NA |
| Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.) | NA |
| **UNBUNDLED TRANSPORT** | |
| **Common (Shared) Transport** | |
| Common (Shared) Transport per mile per mou | $.000012 |
| Common (Shared) Transport Facilities Termination per mou | $.00036 |
| **Interoffice Transport - Dedicated - VG** | |
| Interoffice Transport - Dedicated - 2-Wire VG - per mile | NA |
| Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl | NA |
| **Interoffice Transport - Dedicated - DS0 - 56/64 KBPS** | |
| Interoffice Transport - Dedicated - DS0 - per mile per month | NA |
| Interoffice Transport - Dedicated - DS0 - facilities termination per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl | NA |

| | |
|---|---|
| **Interoffice Transport - Dedicated - DS1** | |
| Interoffice Transport - Dedicated - DS1 - per mile per month | $1.60 |
| Interoffice Transport - Dedicated - DS1 - facilities termination per month | $59.75 |
| NRC - 1st | $100.49 |
| NRC - Add'l | $100.49 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl | NA |
| **Interoffice Transport - Dedicated - DS3** | |
| Interoffice Transport - Dedicated - DS3 - per mile per month | $40.00 |
| Interoffice Transport - Dedicated - DS3 - facilities termination per month | $600.00 |
| NRC - 1st | $67.19 |
| NRC - Add'l | $67.19 |
| **Digital Cross Connects (3/3, 3/1, 1/0)** | TBD |
| **Unbundled Exchange Access IOC** | |
| 0-8 Miles, Fixed per month | $16.89 |
| Per mile per month | $.007 |
| NRC 1st | $10.00 |
| NRC Add'l | $10.00 |
| 9-25 Miles, Fixed per month | $16.89 |
| Per mile per month | $.007 |
| NRC 1st | $10.00 |
| NRC Add'l | $10.00 |
| Over 25 Miles, Fixed per month | $18.26 |
| Per mile per month | $.0775 |
| NRC 1st | $10.00 |
| NRC Add'l | $10.00 |
| **Local Channel - Dedicated** | |
| Local Channel - Dedicated - 2-Wire VG | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| Local Channel - Dedicated - 4-Wire VG | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| Local Channel - Dedicated - DS1 | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |

| | |
|---|---|
| NRC - Incremental Cost--Manual Svc Order | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| | |
| **VIRTUAL COLLOCATION** | |
| Virtual Collocation | Tariff Rates |
| **LOCAL USAGE** | |
| Intraoffice per mou | NA |
| Interoffice per mou (assumes 5 miles of transport) | NA |
| **LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)** | |
| End Office Interconnection/Switching, per mou | $.00221 |
| Tandem Interconnection/Switching, per mou | $.003172 |
| Tandem Interconnection (assumes 5 miles of transport per mou) | NA |
| Transport | Network element prices for shared/common and dedicated transport apply as appropriate. |
| Tandem Switch + Transport | NA |
| Combined Tandem Switch Interconnection | NA |
| Multi-tandem Interconnection | NA |
| **800 ACCESS TEN DIGIT SCREENING SERVICE** | |
| 800 Access Ten Digit Screening (all types), per call (6) | NA |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query | $.00115 |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query | $.0012' |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query | $.00115 |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query | $.0012 |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message | NA |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message | NA |
| Reservation Charge per 800 number reserved--NRC - 1st | $5.00 |
| Reservation Charge per 800 number reserved--NRC - Add'l | $0.50 |
| Per 800 # Established w/o POTS (w/800 No.) Translations | |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Per 800 # Established with POTS Translations | |
| NRC - 1st | $5.00 |
| NRC - Add'l | $1.50 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Customized Area of Service per 800 Number | |
| NRC - 1st | $3.00 |
| NRC - Add'l | $1.50 |
| | |

| | |
|---|---|
| Multiple Inter LATA Carrier Routing per Carrier Requested per 800 # | |
| NRC - 1st | $3.50 |
| NRC - Add'l | $2.00 |
| Change Charge per request | |
| NRC - 1st | $5.00 |
| NRC - Add'l | $0.50 |
| Call Handling and Destination Features - NRC | $3.00 |
| Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order | NA |
| Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order | NA |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order | NA |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC | NA |
| **LINE INFORMATION DATABASE ACCESS (LIDB)** | |
| LIDB Common Transport per query | $.0003 |
| LIDB Validation per query | $.038 |
| LIDB Validation per message | NA |
| LIDB Originating Point Code Establishment or Change - NRC | $91.00 |
| LIDB - Incremental Cost - Manual Svc Order - NRC | NA |
| **CCS7 SIGNALING TRANSPORT SERVICE** | |
| CCS7 Signaling Connection, per link (A link) per month | $155.00 |
| NRC | $510.00 |
| NRC - Disconnect | NA |
| CCS7 Signaling Connection, per link (B link) (also known as D link) per month | $155.00 |
| NRC | 510.00 |
| NRC - Disconnect | NA |
| CCS7 Signaling Termination, per STP port per month | $355.00 |
| CCS7 Signaling Usage, per ISUP message | $.000023 |
| CCS7 Signaling Usage, per TCAP message | $.000050 |
| CCS7 Signaling Usage Surrogate, per link per LATA per mo (7) | $395.00 |
| CCS7 Signaling - Incremental Cost - Manual Svc Order | NA |
| NRC | NA |
| NRC - Disconnect | NA |
| **OPERATIONAL SUPPORT SYSTEMS** | |
| OSS Interactive Ordering and Trouble Maint, Estab, per user per month | $50.00 |
| NRC | $100.00 |
| OSS OLEC Daily Usage File: Recording, per message | $.008 |
| OSS OLEC Daily Usage File: Message Distribution, per message | $.004 |
| OSS Access Daily Usage File: Message Distribution, per message | $.004 |
| OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned | $54.95 |
| OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned | $54.95 |
| OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message | $.001 |
| OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message | $.001 |
| OSS Order charge, per electronic order, per end user account | $10.80 |
| Surcharge for manually placed orders, per end user account | $22.00 |

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| OPERATOR CALL PROCESSING | |
|---|---|
| Oper. Provided Call Handling per min - Using BST LIDB | $1.17 |
| Call Completion Access Termination Charge per call attempt | $.08 |
| Oper. Provided Call Handling per min - Using Foreign LIDB | $1.17 |
| Call Completion Access Termination Charge per call attempt | $.08 |
| Operator Provided Call Handling, per call | NA |
| Fully Automated Call Handling per call - Using BST LIDB | $.15 |
| Fully Automated Call Handling per call - Using Foreign LIDB | $.15 |
| **INWARD OPERATOR SERVICES** | |
| Verification, per minute | NA |
| Verification and Emergency Interrupt, per minute | NA |
| Verification, per call | $0.90 |
| Verification and Emergency Interrupt, per call | $0.97 |
| | |
| **DIRECTORY ASSISTANCE SERVICES** | |
| Directory Assist Call Completion Access Svc (DACC), per call attempt | $.25 |
| Call Completion Access Term charge per completed call | $.08 |
| Number Services Intercept per query | $.30 |
| Number Services Intercept per Intercept Query Update | NA |
| Directory Assistance Access Service Calls, per call | $.25 |
| Recording cost per announcement | NA |
| Loading cost per audio unit | NA |
| **Directory Transport** | |
| Directory Transport - Local Channel DS1, per month | $133.81 |
| NRC - 1st | $866.97 |
| NRC - Add'l | $486.83 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect | NA |
| Directory Transport - Dedicated DS1 Level Interoffice per mile per mo | $23.50 |
| Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo | $90.00 |
| NRC - 1st | $100.49 |
| NRC - Add'l | $100.49 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-1st | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l | NA |
| Switched Common Transport per DA Access Service per call | $.0003 |
| Switched Common Transport per DA Access Service per call per mile | $.00004 |
| Access Tandem Switching per DA Access Service per call | $.00055 |
| DA Interconnection, per DA Access Service Call | $.000269 |
| Directory Transport-Installation NRC, per trunk or signaling connection | |
| NRC - 1st | $915.00 |
| NRC - Add'l | $100.00 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **Directory Assistance Database Service (DADS)** | |

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| | |
|---|---|
| Directory Assistance Database Service cost per listing | $.035 |
| Directory Assistance Database Service, per month | $150.00 |
| **Direct Access to Directory Assistance (DADAS)** | |
| Direct Access to Directory Assistance Service, per month | TBD |
| Direct Access to Directory Assistance Service, per query | TBD |
| Direct Access to Directory Assistance Service, svc estab chg-NRC | TBD |
| Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect | TBD |
| | |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY – RCF** | |
| RCF, per number ported (Business Line), 10 paths | $1.50 |
| RCF, per number ported (Residence Line), 6 paths | $1.25 |
| RCF, per number ported (Business Line), each path | NA |
| RCF, per number ported (Residence Line), each path | NA |
| RCF, per number ported (Res or Bus Line) | NA |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| RCF, add'l capacity for simultaneous call forwarding, per additional path | $.50 |
| RCF, per service order, per location - NRC - 1st | $25.00 |
| RCF, per service order, per location - NRC - Add'l | $25.00 |
| RCF, per service order, per location - NRC - Disconnect - 1st | NA |
| RCF, per service order, per location - NRC - Disconnect - Add'l | NA |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **INTERIM SERVICE PROVIDER NUMBER PORTABILITY – DID** | |
| DID per number ported, Residence - NRC | NA |
| DID per number ported, Residence - NRC - Disconnect | NA |
| DID per number ported, Business - NRC | NA |
| DID per number ported, Business - NRC - Disconnect | NA |
| DID per service order, per location - NRC - 1st | NA |
| DID per service order, per location - NRC - Add'l | NA |
| DID per service order, per location - NRC - Disconnect - 1st | NA |
| DID per service order, per location - NRC - Disconnect - Add'l | NA |
| DID, per trunk termination, Initial | NA |
| DID, per trunk termination, Initial - NRC | NA |
| DID, per trunk termination, Initial - Disconnect | NA |
| DID, per trunk termination, Subsequent | NA |
| DID, per trunk termination, Subsequent - NRC | NA |
| DID, per trunk termination, Subsequent - Disconnect | NA |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| **ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)** | |

| | |
|---|---|
| Access to Poles, per pole, per foot, per year | NA |
| Access to Conduits, per foot, per year | NA |
| Access to Innerduct, per foot, per year | NA |
| AIN | |
| AIN Related Services with mediation, per query | NA |
| AIN, per message | $0.0006 |
| AIN - BellSouth AIN SMS Access Service | NA |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC | NA |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect | NA |
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC | NA |
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect | NA |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC | NA |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect | NA |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC | NA |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect | NA |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC | NA |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect | NA |
| AIN SMS Access Service - Storage, per unit (100 Kb) | NA |
| AIN SMS Access Service - Session, per minute | NA |
| AIN SMS Access Service - Co. Performed Session, per minute | NA |
| | |
| AIN - BellSouth AIN Toolkit Service | NA |
| AIN, Service Creation Tools | NA |
| Service Establishment Charge, per state, initial setup - NRC | NA |
| Service Establishment Charge, per state, initial setup - NRC - Disconnect | NA |
| Training Session, per customer - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect | NA |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC | NA |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC | NA |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, CDP - NRC | NA |
| Trigger Access Charge, per trigger, per DN, CDP - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, Feature Code - NRC | NA |
| Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect | NA |
| Query Charge, per query | NA |
| Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query | NA |
| SCP Storage Charge, per SMS Access Acct, per 100 Kb | NA |
| Monthly report - per AIN Toolkit Service Subscription | NA |
| Monthly report - per AIN Toolkit Service Subscription - NRC | NA |
| Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect | NA |

| | |
|---|---|
| Special Study - Per AIN Toolkit Service Subscription | NA |
| Special Study - Per AIN Toolkit Service Subscription - NRC | NA |
| Call Event Report - per AIN Toolkit Service Subscription | NA |
| Call Event Report - per AIN Toolkit Service Subscription - NRC | NA |
| Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect | NA |
| Call Event special Study - per AIN Toolkit Service Subscription | NA |
| Call Event special Study - per AIN Toolkit Service Subscription - NRC | NA |
| | |
| **CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER** | |
| CNAM, Per Query | $0.016 |
| **DARK FIBER** | |
| Per each four-fiber dry fiber arrangement, NRC 1st | $1,000.00 |
| Per each four-fiber dry fiber arrangement, NRC Add'l | $1,000.00 |
| Per each fiber strand per route mile or fraction thereof, per month | $241.00 |
| **SELECTIVE ROUTING** | |
| Per Line or PBX Trunk, each | NA |
| Per Line or PBX Trunk, NRC | $5.00 |

Note(s):

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business RequestBona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business RequestBona Fide Request Process.

(4) This rate element is for those states which have a specific rate for User Profile per B Channel.

(5) This rate element is for use in those states with a different rate for additional minutes of use.

(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.

(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

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## INTERIM NUMBER PORTABILITY

Remote Call Forwarding (RCF)

-Business line, per number ported, 10 paths     $1.50

-Residence Line, per number ported, 6 paths     $1.25

-Additional capacity for simultaneous call forwarding,

      per additional path     $.50

-Rate per order, per end-user location     $25.00

**TABLE 3**

## RECORDED USAGE DATA

## (Interim Rates subject to True-up)

| | |
|---|---|
| Recording Services (only applied to unbundled operator services messages), per message | $.008 |
| Message ProcessingProcessing, per message | $.004 |
| Data Transmission, per message | $.001 |
| Magnetic Tape ProcessingProcessing per file | $54.95 |

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